

Certification CITIUS  
Made in: 14-12-2015

Justice Ministry  
General Department of Justice Administration  
Av. D. João II, n.º 1.08.01 D/E, piso 0.º, 9.º a 14.º  
1990-097 Lisboa

342310619

LETTERS OF REQUEST

HAGUE CONVENTION ON THE TAKING OF EVIDENCE ABROAD IN CIVIL OR  
COMMERCIAL MATTERS, OF MARCH 18, 1970

Identity and address of the Applicant <i>Judicial District of Lisbon, Lisbon – Inst. Central, 1<sup>st</sup> Civil Section – J15</i> Phone number: 213846400 Fax: 211373579 E-mail: <a href="mailto:lisboa.centralcivel@tribunais.org.pt">lisboa.centralcivel@tribunais.org.pt</a> <i>Palácio da Justiça, Rua Marquês de Fronteira</i>	Address of receiving authority: <i>U.S. Department of Justice – Civil Division</i> <i>1100 L Street N.W., Room 11006,</i> <i>Washington, D.C.</i> <i>20530 United States of America</i>
---	---

1. Person to whom the executed request is to be returned.

Identity and Address Comarca de Lisboa, Palácio da Justiça, Rua Marquês de Fronteira
---

2. Specification of the date by which the requesting authority requires receipt of the response to the letter of request.

Date :
Reason for urgency:

IN CONFORMITY WITH ARTICLE 3 OF THE CONVENTION, THE UNDERSIGNED APPLICANT HAS THE HONOUR TO SUBMIT THE FOLLOWING REQUEST:

3. a) Requesting Judicial Authority (article 3, a)

<i>Judicial District of Lisbon, Lisbon – Inst. Central, 1<sup>st</sup> Civil Section – J15, Phone number: 213846400 Fax: 211373579 E-mail: <a href="mailto:lisboa.centralcivel@tribunais.org.pt">lisboa.centralcivel@tribunais.org.pt</a></i> <i>Palácio da Justiça, Rua Marquês de Fronteira</i>
--

b) To the competent authority of (article 3, a)

The requested State : U.S. Department Of Justice - Civil Division, Washington, D.C., 20530 United States Of America Estados Unidos da América
---

AUG 10 2016

18936-1616 Tol

c) Name of the case and any identifying number

Type: ordinary procedure, File nr: 194466/12.2YIPRT

4. Name and address of the parties and their representatives in the requested State)<sup>a</sup> (article 3, b)

a) Plaintiff:

Powerwave Technologies, Inc.,

b) Defendant

Net Plan - Telecomunicações e Energia, S.A.

**Representatives**

Dr(a). Tiago Castanheira Marques, Lawyer of the Plaintiff, Powerwave Technologies, Inc., with office at Av. das Forças Armadas, 125 - 12º, 1600-079 Lisboa; contacts: telephone - 217231800, fax - 217231899, e-mail - tem-203511@adv.oa.pt  
Dr(a). Tânia Correia de Jesus, Lawyer of the Defendant, Net Plan - Telecomunicações e Energia, S.A., with office at Av<sup>a</sup>. de Berna, 24 - 6º. Dtº., 1050-041 Lisboa; contacts: e-mail - taniacorreiajesus-145261@adv.oa.pt

c) Other parties

5 a) Nature and proceedings (divorce, paternity, breach of contract, product liability, etc.) (article 3, c)

Civil lawsuit arising from contract

b) Summary of complaint

The Plaintiff claims the payment by the Defendant of the invoices attached to the lawsuit, related with the supply of equipment under a reselling agreement named "Reseller Agreement".

c) Summary of defense and counterclaim

The Defendant opposed to the such request stating that it is also a creditor of the Plaintiff, asking for the offsetting of claims.

d) Other necessary information or documents

Attached please find copy of the initial application, opposition to the claim, reply to the opposition and documentation, as well as minutes of the preliminary court hearing.

6. a) Evidence to be obtained or other judicial act to be performed (article 3, d)

701 ▽

Witness examination

b) Purpose of the evidence or judicial act sought

For decision of the claim made in the lawsuit.

7. Identity and address of any person to be examined (article 3, e)

Witness: Stacey Collovi, address: 5001 Beach Boulevard, Apartment n.º 117, Buena Park, California, United States of America

8. Questions to be put to the persons to be examined or statement of the subject-matter about which they are to be examined (article 3, f)

Examination of the witness to all the facts alleged by the Plaintiff and to the exception of compensation alleged by the Defendant, namely articles 12º to 14º and 26º to 31º of the opposition to the claim.

(or see attached list)

9. Documents or other property to be inspected (article 3, g)

10. Any requirement that the evidence be given on oath or affirmation and any special form to be used (article 3, h)

(in the event that the evidence cannot be taken in the manner requested, specify whether it is to be taken in such manner as provided by local law for the formal taking of evidence)

11. Special methods or procedure to be followed (e.g. oral or in writing, verbatim, transcript or summary, cross-examination, etc.) (article 3, i and 9)

Written statement and / or audio recording.

(in the event that the evidence cannot be taken in the manner requested, specify whether it is to be taken in such manner as provided by local law)

12. Request for notification of the time and place for the execution of the request and identity and address of any person to be notified (article 7)

13. Request for attendance or participation of judicial personnel of the requesting authority at execution of the Letter of Request (article 8)

T09

14. Specification of privilege or duty refuse to give evidence under the law of the State of origin (article 11, b)

(Attach copies of relevant law or regulations )

15. The fees and costs incurred with are reimbursable under second paragraph of article 14 or under article 26 will be borne by :

(Identity and address)

Date of request	Lisbon, the 15-December-2015
	(Signature and stamp) Dr. <sup>a</sup> Gabriela de Fátima Marques

Note:

In accordance with article 4°, first section, the letters of request must be written in the language of the requested authority, or accompanied with a translation in such language. However, in accordance with paragraphs 2 and 3 of article 4° the use of the French, English or other language can be allowed.

In order to avoid confusion, it is asked that the month is written in letter form in all dates.  
It is requested the filling of the original and one copy of this form (if necessary use and attachment).

\* Delete if unnecessary

*T. G. D.*

## National Applications Service

Only in case of returning this letter, send it to:  
 Apartado 8291  
 EC Cabo Ruivo  
 1803-001 Lisboa

Direct contacts:  
 Campo Mártires da Pátria, Palácio da Justiça  
 4099-012 Porto  
 Telephone: 220949310 to 19 – Fax: 220949505  
 VAT number: 600083551  
 E-mail: porto.bni@tribunais.org.pt

Application nr. 194466/12.2YIPRT

Postal registry: RN214859038PT

Dear Sir

Net Plan – Telecomunicações e Energia, S.A.

Centro Empresarial de Telheiras, Rua Hermano Neves, 22, 2ªA

Lisboa

1600-477 LISBOA

Registered with P.D.

## NOTIFICATION

Application nr.	Ref.	Date
194466/12.2YIPRT	600147203090	11-12-2012
Plaintiff	Powerwave Technologies, Inc. Address: 1801 East Saint Andrew Place, Santa Ana, California, Santa Ana, 0000-000	
Lawyer:	Pedro Sousa Uva (Tel.:217231800) Address: Av. das Forças Armadas, 125 – 12, 1600-079 Lisboa	
Defendant:	Net Plan – Telecomunicações e Energia, S.A.	

The addressee is hereby notified to, in 15 days, pay to the Plaintiff the claim bellow identified.  
 In the same deadline the addressee can file an opposition to the claim through a petition.

After the end of the deadline without payment being made or opposition filed, the enforcement order shall be issued in the application, giving the Plaintiff the possibility to start an enforcement procedure.

The lack of payment of the claimed amount and of the court costs paid by the Plaintiff, shall give rise to the payment of interest at the legal interest rate, since the date the application was filled, and interest at the interest rate of 5% a year, since the date the enforcement order was issued.

The filling of opposition whose lack of justification the Defendant cannot ignore determines the condemnation of the same, in the judgment to be issued in the proceedings, in fine of value equal to the double of the court costs of the proceedings.

The applicant claims the payment of the amount of €691.816,75, in accordance with the discrimination and due to the reasons bellow identified:

Principal Debt: 664192,42                      Interests: 27471,33                      at the rate of :%                      since

Until the current date; Other amounts:                      Court Costs paid: 153

Agreement of: Supply of services and goods

Page: 1 of 3

Computer processed

Act: 14.703.090-0

707

Date of the agreement: 2012-04-30      Period referred to: 2012-02-22 to 2012-11-29

Allegation of the facts that justify the claim:

1. The Plaintiff is a commercial company duly incorporated under the laws of the State of Delaware and has the corporate purpose of developing, producing and selling telecommunications equipment<sup>1</sup>.
2. The Plaintiff and the Defendant have a commercial relationship for more than 10 years.
3. Within such commercial relationship, the Plaintiff entered into with the Defendant, in 30.04.2010, in a Reseller Agreement, hereinafter referred to as "Agreement".
4. Within such agreement, the Defendant had the obligation to sell, without exclusivity in the Portuguese Territory, certain products of the Plaintiff (clause 2.1).
5. The Agreement was being promptly complied by the parties until the moment the Defendant stopped paying the invoices for the equipment supplied by the Plaintiff starting from 28.02.2013, due date of Invoice nr. 2069929, in the amount of €71.590,80.
6. The Defendant did not pay the invoice identified in 5, and furthermore stopped paying all the subsequent invoices issued by the supplied equipment, as described below.
7. Nonetheless the lack of payment of the invoices by the Defendant, it kept receiving the products supplied by the Plaintiff without paying them.
8. Although the several formal requests made by the Plaintiff with the purpose of the Defendant paying the invoices, being the last letter dated of 26.10.2012 sent by the lawyers of the Plaintiff, the Defendant did not made the total or partial payment of the debt until the present date.
9. Taking in consideration the above, the Plaintiff has no other alternative but to file the present application in order to satisfy its claim and recover its credit.
10. The debt of the Defendant is net and due.
11. Therefore, the following amounts are owed by the Defendant, in relation to the following invoices:

Invoice nr. 2069929 in the amount of 71.590, 80 € + interests between 28-02-2012 and 26-11-2012 (4283, 68 €)

Invoice nr. 2071552 in the amount of 10.738, 62 € + interests between 26-03-2012 and 26-11-2012 (579, 01 €)

Invoice nr. 2071553 in the amount of 8.392, 00 € + interests between 26-03-2012 and 26-11-2012 (452, 48 €)

Invoice nr. 2071554 in the amount of 12.588, 00 € + interests between 26-03-2012 and 26-11-2012 (678, 71 €)

Invoice nr. 2071766 in the amount of 12.588, 00 € + interests between 26-03-2012 and 26-11-2012 (678, 71 €)


Invoice nr. 2070724 in the amount of 20.980, 00 € + interests between 12-03-2012 and 26-11-2012 (1195, 58 €)

Invoice nr. 2070831 in the amount of 9.741, 00 € + interests between 13-03-2012 and 26-11-2012 (552, 97 €) Page: 2 of 3

Page: 2 of 3

Computer processed

Act: 14.703.090-0

707 

Invoice nr. 2071907 in the amount of 13.125, 00 € + interests between 11-04-2012 and 26-11-2012 (661, 64 €)

Invoice nr. 2072145 in the amount of 6.294, 00 € + interests between 15-04-2012 and 26-11-2012 (311, 77 €)

Invoice nr. 2072146 in the amount of 17.833, 00 € + interests between 15-04-2012 and 26-11-2012 (883, 34 €)

Invoice nr. 2073775 in the amount of 3.960, 00 € + interests between 15-05-2012 and 26-11-2012 (170, 11 €)

Invoice nr. 2073966 in the amount of 31.131, 00 € + interests between 21-05-2012 and 26-11-2012 (1296, 41 €)

Invoice nr. 2074282 in the amount of 19.601, 00 € + interests between 27-05-2012 and 26-11-2012 (790, 48 €)

Invoice nr. 2074332 in the amount of 72.639, 00 € + interests between 27-05-2012 and 26-11-2012 (2.929, 44 €)

Invoice nr. 2074430 in the amount of 29.978, 50 € + interests between 29-05-2012 and 26-11-2012 (1195, 85 €)

Invoice nr. 2074917 in the amount of 1.778, 50 € + interests between 05-06-2012 and 26-11-2012 (68, 22 €)

Invoice nr. 2075042 in the amount of 92.240, 00 € + interests between 07-06-2012 and 26-11-2012 (3497, 54 €)

Invoice nr. 2075043 in the amount of 14.256, 00 € + interests between 07-06-2012 and 26-11-2012 (540, 56 €)

Invoice nr. 2075603 in the amount of 25.344, 00 € + interests between 18-06-2012 and 26-11-2012 (899, 88 €)

Invoice nr. 2075604 in the amount of 15.840, 00 € + interests between 18-06-2012 and 26-11-2012 (562, 43 €)

Invoice nr. 2075964 in the amount of 1.829, 60 € + interests between 21-06-2012 and 26-11-2012 (63, 76 €)

Invoice nr. 8000705 in the amount of 1.081, 50 € + interests between 25-06-2012 and 26-11-2012 (36, 72 €)

Invoice nr. 2076227 in the amount of 100.311, 00 € + interests between 26-06-2012 and 26-11-2012 (3.385, 84 €)

Invoice nr. 2076228 in the amount of 6.585, 00 € + interests between 26-06-2012 and 26-11-2012 (222, 27 €)

Invoice nr. 2077332 in the amount of 20.610, 50 € + interests between 11-07-2012 and 26-11-2012 (627, 91 €)

Computer processed

Act: 14.703.090-0

*TE*

Invoice nr. 2078267 in the amount of 18.805, 50 € + interests between 05-08-2012 and 26-11-2012 (469, 88 €)

Invoice nr. 2078983 in the amount of 1.074, 60 € + interests between 18-08-2012 and 26-11-2012 (23, 79 €)

Invoice nr. 2079111 in the amount of 845, 00 € + interests between 20-08-2012 and 26-11-2012 (18, 34 €)

Invoice nr. 2079619 in the amount of 9.990, 00 € + interests between 30-08-2012 and 26-11-2012 (194, 87 €)

Invoice nr. 2079974 in the amount of 3.557, 00 € + interests between 04-09-2012 and 26-11-2012 (65, 49 €)

Invoice nr. 2080756 in the amount of 7.092, 00 € + interests between 18-09-2012 and 26-11-2012 (108, 81 €)

Invoice nr. 2081142 in the amount of 1.477, 50 € + interests between 24-09-2012 and 26-11-2012 (20, 73 €)

Invoice nr. 2081296 in the amount of 295, 50 € + interests between 25-09-2012 and 26-11-2012 (4,08 €).

Initial principal: 664 192,42€

Total Interests: 27 471,33€

Accrued capital: 691 663,75€

12. As well as late payment interests, already due and becoming due until full payment.
13. Added with court costs.

The court Clerk

[illegible signature]

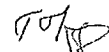
(Fátima Mendes)

- - The deadline above mentioned runs continuously since the date certified by the postman, suspending itself during judicial vacations that run from December 22 to January 3, from Palm Sunday to Monday after Easter and from July 16 to August 31. If the deadline ends in a day that the courts are closed, the deadline is transferred to the first business day following. \*\* - If you want to make payment, you should do it directly to the Plaintiff.

Page: 3 of 3

Computer processed

Act: 14.703.090-0





Procedural document submitted by electronic means on the time and date indicated near the digital signature of the signee (cfr. last page), affixed in compliance with the rules established under the implement order nr. 114/2008, February, 6<sup>th</sup>, 2008.

---

STATEMENT OF OPPOSITION ( APPLICATION)

Ref.º : 12079641

---

DESCRIPTION

Purpose: add to application procedure                      Ref. of judicial fees:  
Competent Judicial Court: Nacional Application Service  
Section: General Secretariat                      Procedure number: 194466/12.2YIPRT

---

DEMANDED

Name/designation: Net Plan - Telecomunicações e Energia, S.A.

Profession/Activity:

Address: Centro Empresarial de Telheiras, Rua Hermano Neves, 22, 2.º A

District: Lisbon

ZIP Code: 1600-477, Lisbon

Telephone: 217521250

Fax: 217521255

NIF: 505407140

Email:

NIB:

ASSOCIATED PARTICIPANTS

---

WITNESS

Ana Isabel Parreira Lobo Rosa Dias Lobão Ferreira

Profession/Activity:

Address: Rua Hermano Neves, 22, 2.º B

District: Lisbon

Zip Code: 1600-477, Lisbon

Telephone:

Fax:

NIF:

Email:

NIB:

---

WITNESS

Nuno Miguel Carreiro Passos

Profession/Activity:

Address: Rua Hermano Neves, 22, 2.º B

District: Lisbon

Zip Code: 1600-477, Lisbon

Telephone:

Fax:

NIF:

Email:

NIB:

---

Lawyer

Tânia Correia de Jesus

---

Document processed by computer

Statement of opposition (Injunction): 12079641

1

For. Re-

Procedural document submitted by electronic means on the time and date indicated near the digital signature of the signee (cfr. last page), affixed in compliance with the rules established under the implement order nr. 114/2008, February, 6<sup>th</sup>, 2008.

Signing Lawyer

Name: Tânia Correia de Jesus

Address: Av. de Berna, n.º 24 – 6.º Dto.

District:

Zip Code: 1050-041, Lisbon

Telephone: 218128621

Fax: 218128628

Email: taniacorreiajesus-145261@adv.ao.pt

Document processed by computer

Statement of opposition (injunction): 12079641

2

Ty D.

National Applications Service

Injunction N. ° 194466/12.2YIPRT

HONORABLE JUDGE

NETPLAN – TELECOMUNICAÇÕES E ENERGIAS, S.A., demanded on the abovementioned procedure, notified of the Application filed against her, by POWERWAVE TECNOLOGIES INC, hereby present,

STATEMENT OF OPPOSITION,

On the terms and with the arguments below,

1. EXCEPTION

I. – Lack of International Jurisdiction -

1.º

Following the commercial relation that exists for more than ten years, the Plaintiff and the Defendant entered into on 30.04.2010 a purchase agreement for resale of equipment (Reseller Agreement), attached as doc. nr. 1.

2.º

On the said agreement, it is established, in clause 30.º, that all the disputes, disagreements and complains, as well as the breach, termination or voidance of the agreement, should be remitted to an arbitration procedure, in accordance with the rules foreseen by the Arbitration Institute of the Stockholm Chamber of Commerce.

3

*For 1/12*

3.º

On the same clause, it was also established that the arbitration procedures should be promoted in Stockholm, Sweden, in English.

4.º

And, finally, it is also foreseen, on the said clause, that what was stipulated with reference to the arbitration doesn't prevent the Plaintiff to present the request for payment before a court or an entity with legal capacity to demand an indisputable and a due payment.

5.º

However, the Defendant understands that the values in question are not entirely due and are disputable, as explained below.

6.º

Bearing in mind the above, it was signed a jurisdiction agreement between the Plaintiff and the Defendant, in which they opted for an arbitral court to be promoted in Stockholm, with the exclusion of any other court, withdrawing competence from the Portuguese courts to resolve any dispute.

7.º

The signing of a jurisdiction pact it is considered valid by the fulfillment of the criteria established on article 99.º, n.º 3 of the CPC.

8.º

Being such a pact known and agreed upon by the Plaintiff, on the date of the signing of the mentioned agreement.

9.º

Terms under which, if a breach of the jurisdiction pact agreed upon by the parties, occurs, such fact, constitute an exception of international competence, of the Portuguese court to judge this procedure.

## II – The Set-Off –

10.º

In its application the Plaintiff claims the payment of invoice nr. 2071907, dated from January 12, 2012, in the amount of € 13.125,00, as per invoice attached under nr. 2.

11.º

In fact this invoice is not owed.

Please note that,

4

FOY

12.º

In November 2011, the Plaintiff supplied the Defendant equipment with reference «8212.40 Single Band Large Housing.Ret3GPP10-30VDC, supported by invoice n° 2060331, dated from November 17, 2011, in the amount of € 13.125,00, as per Doc. Nr. 3.

13.º

The Defendant received the equipment and paid the identified invoice, as per doc. n° 4.

14.º

In the meanwhile, the Plaintiff and the Defendant concluded that there was a mistake in the equipment sent and the Plaintiff, in January 2012, made a new shipment with the correct equipment with reference 8212.40 RET for simple band antenna 10-30VDC,AISGv2, supported by invoice nr. 2071907, dated from January 12, 2012, in the amount of € 13.125,00, as per Doc. 2

15.º

In this kind of situation, the usual between the Plaintiff and the Defendant was the issuing of a credit note by the Plaintiff in favor of the Defendant, which in the case *sub judice*, would be in the amount of € 13.125,00.

16.º

Though it was requested by the Defendant, the Credit note was never issued by the Plaintiff, as per Doc. 5.

17.º

It is necessary to stress out that the Plaintiff has full knowledge of this credit in favor of the Defendant in the amount of €13.125,00.

18.º

Notwithstanding, the Plaintiff until now has not issued the correspondent credit note.

19.º

The Defendant must be compensated of the referred credit in its favor, in the amount of €13.125,00 (thirteen thousand one hundred and twenty five euros) and being considered without effect the interest claimed regarding invoice nr. 2071907 in the amount of € 661,64.

Moreover,

20.º

The commercial relations between the Plaintiff and the Defendant always run in the best possible way.

5

For P

In fact,

21.º

The Defendant is exclusive responsible for the sale of the Plaintiff's products in Portugal since 2001.

22.º

Acting, in fact, as an exclusive distributor of the Plaintiff's products for the Portuguese Territory.

23.º

This commercial relation, which lasts since 2001, has resulted in the sale of products of the Plaintiff made by the Defendant in a total amount superior to 5 million Euros.

24.º

The good commercial relation existing between the Plaintiff and the Defendant was recognized by the Defendant, in letter sent to the Plaintiff, dated from September 26, 2012 (as per doc. nr. 6 attached).

25.º

In the referred letter the Plaintiff, after stressing that values the long lasting relationship with Netplan ("we value our long-standing relationship with NetPlan") states that intends to share with the Defendant part of the sales of products of the Plaintiff.

Therefore,

26.º

In the letter sent in September 26, 2012, the Plaintiff states that intends to offer to the Defendant a credit in the amount of 12.000 dollars ("I am prepared to offer NetPlan a Credit Memo in the amount of \$12k USD.") (as per doc. nr. 6).

27.º

The amount of 12.000 dollars recognized by the Plaintiff to be credited to the Defendant would be equivalent to 2% of 600.000 dollars resulting of alleged sale of products made directly to TMN by NokiaSiemens (NSN) and not, as it used to happen since 2001 by the Defendant.

28.º

In fact, the Plaintiff recognizes in the letter of September 26, 2012, that it was the role of the Defendant, while representative of the Plaintiff in Portugal since 2001, that allowed to affirm the brand and the recognition of the Plaintiff's products in Portugal.

6

707

Therefore,

29.°

The Plaintiff intended, through its letter of September 26, 2012, to reward the Defendant for the commercial effort made through the years, because since 2012 the Plaintiff had started to sell products to companies other than the Defendant.

30.°

The Defendant must be paid by the Plaintiff for the commercial relation existent since 2001 -- as recognized in the letter of September 26 -, which allowed the Plaintiff to reach new businesses as the one made with TMN through NSN.

31.°

However the sales made by the Plaintiff to TMN reached the total amount of 1.925.005,00€ (as per Doc. nr. 7 attached).

32.°

And not as alleged by the Plaintiff in the letter of September 26, 2012, of only 600.000 dollars (as per Doc. n.° 6).

Furthermore,

33.°

In equivalent cases the percentage given to the distributor -- that was always the Defendant -- is of 5%.

34.°

And not 2%, as alleged by the Plaintiff, in the letter of September 26, 2012.

In fact,

35.°

The Plaintiff and the defendant had agreed in a generic value of commission equivalent to 4%.

36.°

The value of 4% of commission to be paid by the Plaintiff to the Defendant results clearly from the e-mail sent by the Defendant to the Plaintiff in March 21, 2010 (as per doc. nr. 8 attached)

37.°

7

*Foot*

To the value of 4% is added a commission of 1% over each business made as a result of the resources invested by the Defendant in the commercial relation developed in Portugal in favor of the Plaintiff.

38.º

Which makes a total commission of 5%.

Therefore,

39.º

The Defendant is creditor of the Plaintiff in the amount of 97.600,00€, equivalent to 5% of the amount of 1.952.005,00€.

40.º

As a consequence the Defendant must be compensated of the referred credit in its favor, in the amount of €97.600,00 (ninety seven thousand and six hundred euros).

Under this terms and other terms of law, that your Excellence, will duly fulfill, shall the present statement of opposition be considered in favor of the Defendant and in consequence:

- a) Should the exception of relative incompetence, derived from the breach of the jurisdiction pact, be considered verified, and, as result, the Portuguese court be considered incompetent to judge this dispute, and, as result of that be the Defendant acquitted from this judicial instance.
- b) Should the exception of offsetting be considered in favor of the Defendant, and, as result of that be the Defendant acquitted from this judicial instance.
- c) Should the special claim, derived from these proceedings, be dismissed, for lack of proof and the Defendant acquitted from the legal request, with all the legal consequences derived from that.

**Witnesses:**

- Ana Isabel Parreira Lobo Rosa Dias Lobão Ferreira, Chief of the Administrative and Financial Department with office at Rua Hermano Neves, 22 – 2.º B, 1600 – 477 Lisboa  
– to be notified by the court;

8

For



- Nuno Miguel Carreiro Passos, Commercial Director, with office at Rua Hermano  
Neves, 22 – 2.º B, 1600 – 477 Lisboa – to be notified by the court

**Recording of the Court Hearing:** It is requested the recording of the court hearing.

**Value:** the one of the application.

**Attached:** Power of attorney, 8 documents.

**The Lawyer,**

9

For  
K.

Doc. 1

1/2

RESELLER AGREEMENT

by and between

POWERWAVE TECHNOLOGIES, INC.

and

NET PLAN - TELECOMUNICAÇÕES E ENERGIA, S.A.

© Users\opassos\Desktop\Reseller Agreement EMCA rev 18-03-2016-NetPlan.doc

For B.

Powerwave Confidential

This Reseller Agreement is made and entered into by and between Powerwave Technologies, Inc. a company duly incorporated and organized under the laws of the state of Delaware and having its offices at 1801 East Saint Andrew Place, Santa Ana, California 92705 USA ("Powerwave"), and Net Plan - Telecomunicações e Energia, S.A., Registration Number 11293/20010525, a company duly incorporated and organized under the laws of Portugal and having its registered office at Centro Empresarial de Telheiras, Rua Hermano Neves, nº 22 - 2º A, 1600-477 Lisboa - Portugal ("Reseller").

#### Recitals

- A. WHEREAS, Powerwave is engaged in the development, manufacture and sale of telecommunication equipment, including, but not limited to, base station components, antennas, power amplifiers, repeaters and TMAs; and
- B. WHEREAS, Powerwave has agreed to appoint Reseller as its non-exclusive reseller in the Territory (as hereinafter defined) to resell certain Powerwave products, and Reseller has agreed to accept such appointment on the terms and conditions of the Agreement (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, Powerwave and Reseller agree as follows:

#### 1. Definitions

- 1.1 Whenever used in this Agreement (which term is deemed to include the Appendices hereto) the following terms and expressions shall, to the extent the context does not require otherwise, have the following meaning:
  - 1.1.1 "Agreement" means this Reseller Agreement by and between Powerwave and Reseller as it may be amended from time to time in accordance with the terms set forth herein
  - 1.1.2 "Customer" means the party who acquired or plans to acquire a Product from Reseller.
  - 1.1.3 "Product(s)" means the products described in Exhibit 1, which is attached hereto and incorporated herein by this reference, and such other products as the parties may agree to add to Exhibit 1 from time to time.
  - 1.1.4 "Territory" means the geographic area listed in Exhibit 1 in which Reseller is authorized to resell the Products
  - 1.1.5 "Trademarks" means any and all current or future company names, product names, marks, logos, designs, trade dress and other designations or brands used by Powerwave in connection with its products and services.

#### 2. Grant and Scope

- 2.1 Powerwave hereby appoints Reseller to act as a non-exclusive reseller of Powerwave for the resale of the Products in the Territory during the term of this Agreement, and Reseller accepts such appointment in accordance with the provisions of this Agreement. Powerwave reserves the right to increase or decrease the number of authorized resellers in the Territory at any time without notice to Reseller
- 2.2 Reseller shall perform its obligations hereunder in accordance with all reasonable instructions that Powerwave may give Reseller from time to time. Reseller is free to set its own retail prices.
- 2.3 Reseller is not authorized to market or advertise the Products to Customers located outside of the Territory. Reseller shall refrain from actively seeking Customers for the Products outside the Territory and from establishing any branch or legal entity outside the Territory for the marketing and/or resale of the Products

1

© \Users\mcs00026\Desktop\Reseller Agreement EMEA rev 16-03-2016\NetPlan.doc

Powerwave Confidential

2.4 For so long as Reseller acts as Powerwave's Reseller in the Territory, Reseller shall neither directly nor indirectly manufacture, import, market or sell any products that compete with the Products

2.5 Reseller represents and warrants to Powerwave that it has the necessary ability and experience to carry out the obligations assumed by it hereunder and that by virtue of entering into the Agreement it is not and will not be in breach of any agreement or any binding obligation to any third party

2.6 All inquiries regarding the Products received by Reseller from Customers situated outside the Territory shall be forwarded to Powerwave, solely for information purposes.

### 3. Products

3.1 The Products are designed and manufactured in accordance with all applicable laws and regulations. If the Products at any time do not comply with laws and regulations applicable in the Territory, Reseller shall promptly inform Powerwave in writing. Such non-compliance shall not result in any liability whatsoever for Powerwave in favour of Reseller. Should Powerwave decide in its sole discretion that it cannot, for any reason, comply with the applicable laws and regulations of the Territory, then Powerwave shall inform Reseller thereof, and either party shall be entitled to terminate this Agreement upon sixty (60) days' prior written notice.

3.2 Powerwave reserves the right to withdraw one or more Products from the world market or the Territory. Any such decision shall be effective immediately upon communication of written notice to Reseller. Powerwave shall not incur any liability to Reseller based on any Product withdrawal, but in case of such withdrawal, either party shall be entitled to terminate this Agreement upon sixty (60) days' prior written notice.

### 4. Independent Contractors

The relationship between Powerwave and Reseller established by this Agreement is that of vendor and purchaser and nothing in this Agreement shall be construed to make the Reseller a partner, joint venturer, officer, agent, or employee of Powerwave. In performance of this Agreement, Reseller shall at all times act as an independent contractor. Reseller has no authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of Powerwave or to bind Powerwave in any manner whatsoever. Reseller acknowledges that: (i) it is responsible for its own taxes and expenses and maintaining its own books and records; (ii) it is responsible for providing benefits for its own employees; and (iii) in performing its obligations under this Agreement, Reseller will have control of and be responsible for establishing the method and means by which it performs its services under the Agreement.

### 5. Orders

Reseller shall submit orders to Powerwave on written purchase orders that shall constitute binding commitments to accept and pay for the number and type of Products stated therein, in accordance with the terms and conditions hereof. Any terms or conditions contained in Reseller's orders other than the number and type of Products that Reseller is ordering shall not be binding unless accepted in writing by Powerwave. Any conflict between the terms and conditions of this Agreement and the terms and conditions of any order or other communication submitted by Reseller to Powerwave shall be resolved in favor of the terms and conditions of this Agreement. No order shall be binding on Powerwave unless accepted in writing by Powerwave. Acceptance shall occur only through Powerwave's written confirmation or shipment. Risk of loss or damage for the Products shall pass to Reseller upon release of the Products by Powerwave to the transport carriers or shippers transporting the Products. Reseller shall be responsible for freight, insurance, customs duties, taxes, tariffs and storage charges incurred in transit, unless otherwise provided by Powerwave.

### 6. Prices and Terms of Payment

6.1 Reseller shall purchase the Products at the prices set forth in Exhibit 1 or as otherwise mutually agreed between the Parties in writing. Powerwave shall have the right to change the prices from:

2

C:\Users\p.watson\Desktop\Reseller Agreement EMEA rev 18-01-2016-HelPlan.doc

FOY M

Powerwave Confidential

time to time for any Products not yet the subject of an order submitted and accepted hereunder, on thirty (30) days' prior written notice. Price changes will not apply to Products for which Powerwave has received and accepted an order prior to the day the change is effective. All prices are based upon deliveries made FCA shipper's site (Incoterms 2000) unless otherwise specified by Powerwave.

- 6.2 All prices will be quoted and invoiced in either United States Dollars or Euros in which payment by Reseller is to be made.
- 6.3 The prices, fees and other charges of Powerwave do not include import licenses, customs duties, assessments, tariffs, value added tax, sales tax and similar taxes as well as any city, municipal, state or federal taxes or any withholding taxes, whether currently imposed or imposed in the future. If any such tax is found to be applicable, the appropriate amount of tax shall be invoiced to and paid by Reseller to Powerwave at the same time and on the same terms as applied to the payment due.
- 6.4 Unless otherwise agreed, Powerwave will render invoices to Reseller upon delivery of the Products ordered. Any amounts payable hereunder shall be paid within ninety (90) days from the date of invoice, and payment shall be made in accordance with the instructions stated on the invoice. Payment will not be considered effected until Powerwave receives in available funds the full amount due. All amounts paid to Powerwave by Reseller hereunder are nonrefundable and shall not be returned or repaid to Reseller upon termination of this Agreement or for any other cause. Product may not be returned to Powerwave except for warranty repair as provided in Clause 15.1 below.
- 6.5 If Reseller does not pay an invoice when it becomes due for payment, Powerwave reserves the right to stop delivery of Products to Reseller until the invoice has been duly paid. Powerwave agrees that this right shall not be executed without giving Reseller prior notice and a reasonable time period to settle the invoice.
- 6.6 Without prejudice to any of Powerwave's other rights, Reseller agrees to indemnify and hold Powerwave harmless from and against any and all loss, damage, expense or liability, including reasonable legal fees that arise or result from Reseller's failure to discharge its obligations under this Clause 6. In addition hereto, Powerwave may from the date on which Reseller was in default charge interest on unpaid amounts at an annual rate of eighteen percent (18%) or the maximum interest rate allowed under Swedish law, whichever is lower.
- 6.7 Reseller agrees to maintain good financial standing with Powerwave and agrees to provide Powerwave with such financial and credit information reasonably requested by Powerwave from time to time.
7. Sales Promotion
- 7.1 Reseller shall maintain an efficient sales organisation within the Territory for the Products and shall use its best efforts to promote the sale of the Products in the Territory. Reseller shall maintain at its cost and expense suitable demonstration facilities for the Products. Reseller shall insure that the Products marketed to Customers are appropriate for the Customer's requirements. It is Reseller's responsibility to assure Customer satisfaction with Products and Reseller's related activities.
- 7.2 Reseller shall use adequate marketing resources so as to achieve an optimal coverage for the Products in the Territory.
- 7.3 Powerwave shall supply Reseller with a reasonable number of all its relevant printed sales promotion materials to serve as a basis for the promotional materials produced by Reseller. Reseller may produce printed sales promotion materials for its marketing of the Products. Such materials must be approved in writing by Powerwave before being published or in any other way made available to Customers or any third party.
- 7.4 Reseller shall carry its own costs for the marketing and sale of the Products.

FOYH

Powerwave Confidential

- 7.5 Reseller may not engage agents, value-added resellers or other third parties in the resale of the Products without the prior written consent of Powerwave and then only provided that Reseller causes the provisions of this Agreement to be complied with by such third parties. Reseller shall remain entirely responsible towards Powerwave for the fulfillment of the provisions of this Agreement by such third parties as well as for the activities of such third parties.
- 7.6 Powerwave shall be entitled to take part in Reseller's sales activities concerning the Products and in this connection, among other activities, be present at Customers' visits, fairs and policy meetings.
8. Sales Forecast
- Reseller shall provide to Powerwave on a monthly basis, a rolling three (3) month sales forecast in a format specified by Powerwave.
9. Maintenance and Service
- 9.1 Reseller shall use its best efforts to report to Powerwave promptly all suspected and actual problems with the Products. Powerwave will endeavor to keep Reseller apprised of known Product problems.
- 9.2 Reseller shall establish and maintain an efficient service organisation for the Products in the Territory.
- 9.3 Reseller shall perform all reasonably required end-user planning for the physical installation of the Products. Reseller shall provide installation and support services for all Products.
- 9.4 Reseller shall not make any representation or give any assurance that exceeds or differs from the scope of Powerwave's written limited warranty. Reseller agrees to indemnify Powerwave and to hold it harmless from and against any loss, damage, claims or demands whatsoever arising out of any express warranties or representations made by Reseller, its agents or employees which are not part of Powerwave's written warranty and approved specifications for the Products.
10. Records and Reports
- 10.1 Reseller shall keep Powerwave continuously informed about marketing conditions within the Territory such as development of the market for the Products in the Territory, competition, market shares, Reseller's sales promotion, sales made, prospective sales as well as other information reasonably requested by Powerwave. Reseller shall on an annual basis, in such manner as Powerwave may from time to time require, provide Powerwave with detailed marketing plans.
- 10.2 Reseller shall maintain a record for each Product sold to a Customer. The record shall include the name and address of the Customer, the date of the sale, the Product and the Product type.
- 10.3 Reseller shall provide Powerwave with monthly, quarterly and annual reports concerning its sales to Customers in a format specified by Powerwave as Powerwave shall reasonably require. Reseller shall be liable to Powerwave for the accuracy of any such reports and for any delays in providing such reports. Reseller specifically agrees to reimburse Powerwave in full to the extent that Powerwave incurs liquidated damages or penalties to a Customer based on Reseller's failure to provide accurate and/or timely reports.
11. Training
- 11.1 If agreed between the parties Powerwave may provide training in the use and installation of the Products for Reseller's personnel. Such agreement shall be either added as an exhibit to this Agreement or documented in a separate agreement.
- 11.2 Any additional training requested by Reseller may be provided by Powerwave upon written agreement in accordance with its standard scale of charges in force from time to time.

TCTP

Powerwave Confidential

L

12. Trademarks and Other Intellectual Property Rights

12.1 Powerwave grants Reseller the limited permission to use the Powerwave mark solely to identify the Products acquired from Powerwave under this Agreement. Reseller must indicate that all Powerwave Trademarks are registered trademarks of Powerwave, and must comply with the then current Powerwave trademark and logo policies. Powerwave reserves the right to revoke or limit the use of the Trademarks at any time upon reasonable notice.

12.2 Except as stated above, Reseller is granted no right, title, license or interest in the Trademarks. Reseller acknowledges Powerwave's rights in the Trademarks and agrees that any and all use of the Trademarks by Reseller shall inure to the sole benefit of Powerwave. Reseller agrees that it shall take no action inconsistent with Powerwave's ownership of the Trademarks and agrees not to challenge Powerwave's rights in or attempt to register any of the Trademarks, or any other name or mark owned or used by Powerwave or any mark confusingly similar thereto. If at any time Reseller acquires any rights in, or any registration or application for, any of the Trademarks by operation of law or otherwise, it will immediately, upon request by Powerwave and at no expense to Powerwave, assign such rights, registrations, or applications to Powerwave, along with any and all associated goodwill.

12.3 Upon the expiration or termination of this Agreement Reseller shall not be entitled to use the Trademarks.

12.4 Reseller shall not register, or attempt to register, any Trademarks or any marks confusingly similar thereto in any jurisdiction.

12.5 Reseller shall ensure that the legal interests of Powerwave regarding its intellectual property rights are adequately protected in Reseller's Customer contracts.

12.6 Reseller shall promptly notify Powerwave of any use by any third party of Trademarks or any use by such third parties of similar marks which may constitute an infringement or passing off of the Trademarks. Powerwave reserves the right, in its sole discretion, to institute any proceedings against such third party infringers and Reseller shall refrain from doing so itself. Reseller agrees to cooperate fully with Powerwave in any action taken by Powerwave against such third parties, provided that all expenses of such action shall be borne by Powerwave and all damages which may be awarded or agreed upon in settlement of such action shall accrue to Powerwave.

13. Reseller's Responsibility

Reseller shall take complete responsibility and liability, including claims from third parties, arising from Reseller's and/or its appointed third parties' activities or negligence under this Agreement and Reseller hereby undertakes to indemnify and to hold Powerwave harmless from any responsibility, liability and expense thereof.

14. Insurance

Reseller will keep its business and properties insured at all times against such risks for which insurance is usually made by other persons engaged in a similar business similarly situated (including without limitation insurance for, commercial general liability, fire and other hazards and insurance against liability on account of damage to persons, or property and insurance under all applicable workman's compensation laws). Reseller shall add Powerwave as an additional named insured to such insurance policy and provide Powerwave with a certificate evidencing such coverage within thirty (30) days of the execution of this Agreement.

15. Limited Warranty, Disclaimer and Limitations.

5

C:\Users\jgrogan\Desktop\Reseller Agreement EMEA rev 18-03-2012-NHC\an.doc

10715



Powerwave Confidential

- 15.1 Powerwave warrants that the Products are free from defects in material and workmanship and will perform in accordance with their published specifications for a period of one (1) year from the date of delivery. This warranty shall not apply to any defect that has been caused by a Customer and arises from mishandling, misuse, neglect or improper installation, testing or repair. Any Product which does not conform to the above warranty may be returned to Powerwave at its designated location for repairs during the warranty period for repair or replacement, at Powerwave's sole discretion. Before returning any Product, Reseller must obtain a return merchandise authorization ("RMA Number") from Powerwave. Reseller shall be responsible for all freight charges, duties and tariffs in returning Product on a DDU basis to Powerwave's designated repair facility. Powerwave will pay the freight charges in returning repaired or replacement Product on a DDU basis to Reseller's designated location. Powerwave's standard no fault found, out of warranty repair, and beyond economic repair charges will apply to any units returned for repair as applicable. Any additional or other warranty made by Reseller to its end-user Customers shall be the sole responsibility of Reseller and Reseller agrees to hold Powerwave harmless from and against any liability or obligation Powerwave may incur as a result of any such additional or other warranty. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.
- 15.2 The sole and exclusive remedy of Reseller, as well as its successors and assigns, for any defect or nonconformity in the Products shall be to obtain repair or replacement of the defective units that are returned to Powerwave during the warranty period, pursuant to the Incoterms specified above.
- 15.3 POWERWAVE DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE INSTALLATION, USE, OPERATION OR SUPPORT OF THE PRODUCTS EVEN IF POWERWAVE HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 15.4 Except for infringement of third party intellectual property or property damage caused by the negligent or intentional acts of Powerwave or its employees, Reseller specifically agrees that any liability for Products provided under this Agreement on the part of Powerwave, whether in contract, tort or other legal theory, shall not exceed the amount paid to Powerwave for the Products giving rise to the liability.
16. Intellectual Property Rights Indemnity
- 16.1 There may be patents, utility models, trademarks, trade names, design patterns, copyrights and other intellectual property rights relating to the products delivered to Reseller that belong to Powerwave. Reseller agrees to respect any such intellectual property rights and understands that the use of Products and any intellectual property rights pursuant to the Agreement does not include or cause the transfer of ownership thereof or give any proprietary or license rights, unless specifically agreed herein or in a separate written agreement, in any of them to Reseller. Reseller agrees to inform Powerwave as soon as it receives any knowledge of any intellectual property right belonging to or used by Powerwave being infringed or allegedly infringed.
- 16.2 Powerwave will defend or settle, at its own expense, but under its sole direction and contingent on Reseller's cooperation, any claim alleging that any Product in its unmodified form infringes any patent, trademark, copyright, or trade secret in the Territory. If any Product becomes the subject of such a claim, Powerwave reserves the right, at its option to: (1) modify or replace the affected parts so the Product becomes non-infringing, (2) obtain for Reseller the right to continue to use the Product or (3) if the foregoing cannot reasonably be accomplished, refund the fees paid for the infringing Product, less depreciation (based on a "straight-line" five-year depreciation formula applicable to the actual period of use). This section states the entire liability of Powerwave for any infringement involving the Products.
17. Confidential Information

T0718



72

Powerwave Confidential

- 17.1 Reseller acknowledges that it will receive confidential information and trade secrets (the "Confidential Information") from Powerwave in the course of performing this Agreement. The term Confidential Information shall include all information, data or knowledge (whether in oral, written, graphic, electronic, machine-readable or other form) related to Powerwave's business, operations, products, financial affairs, customers and vendors, including without limitation, technical data, research, concepts, ideas, designs, know-how, concepts, patent applications, forecasts, customer lists and contacts.
- 17.2 Reseller agrees to maintain the secrecy of Powerwave's Confidential Information. Confidential Information shall be used solely for the purposes set forth in this Agreement and be made known solely to employees on a need-to-know basis. Reseller shall ensure that the aforementioned employees are made aware of and on their own account adhere to these contractual obligations regarding the confidentiality of Confidential Information.
- 17.3 Confidential Information shall not include any information that is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the recipient party or is rightfully acquired by the recipient party from a third party who is not in breach of an agreement to keep such information confidential.
- 17.4 The foregoing obligations shall replace any previously agreed obligations regarding secrecy in respect of information relating to the Products and/or this Agreement and they shall survive the termination of this Agreement and remain valid for a period of five (5) years after such termination, unless such information shall be disclosed to the public or shall become public knowledge other than by breach of this obligation.
18. Force Majeure
- 18.1 Neither Powerwave nor Reseller shall be liable to the other for any delay or non-performance of its obligations under the Agreement in the event and to the extent that such delay or non-performance is due to an event of Force Majeure (as defined hereinafter).
- 18.2 Events of Force Majeure are events beyond the control of a party or any of its sub-contractors that occur after the date of Powerwave's order confirmation referred to above and which were not reasonably foreseeable at that time and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the party concerned. Events of Force Majeure shall include (without being limited to) war, civil unrest, strikes, lockouts and other general labour disputes, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy and materials.
- 18.3 A party directly affected by an event of Force Majeure shall lose the right to rely on the same, unless, promptly after the time when the party became or ought to have become aware of the occurrence of the event, that party gives the other party written notice thereof. When the event of Force Majeure has come to an end, the said other party shall be notified and also, if possible, be informed when any measure postponed by the event will be effected.
19. Term of the Agreement
- 19.1 This Agreement shall enter into force when duly signed by an authorized representative of Powerwave and Reseller and shall remain in force for a period of one (1) year.
- 19.2 This Agreement may be terminated by either party by providing the other party sixty (60) days' advance written notice. Upon expiration of the original term of this Agreement, it shall continue from year to year thereafter with the approval of both parties in writing subject to termination at any time as aforesaid with thirty (30) days' prior written notice.
- 19.3 Notwithstanding the foregoing provisions, this Agreement may be terminated

707 E.

Powerwave Confidential

- (a) by either party immediately upon written notice if the other party should become insolvent or enters into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors; or
- (b) by either party immediately upon written notice if the other party should fail to fulfil any of its obligations under this Agreement and such failure is not remedied within thirty (30) days from having received a request for such remedial action from the first party; or
- (c) by Powerwave upon thirty (30) days written notice if Reseller shall (or shall threaten to) sell, assign, part with or cease to carry on its business or that part of its business relating to the marketing and resale of the Products; or
- (d) by Powerwave immediately upon written notice if the control of Reseller shall be transferred to any person(s) other than the person(s) in control of Reseller at the effective date of this Agreement (but Powerwave shall only be entitled to terminate within the period of sixty (60) days after Powerwave shall have been notified in writing of the change in control); or
- (e) by Powerwave immediately upon written notice in the event that Reseller breaches its obligations to Powerwave under Section 27.1 of this Agreement.

20. No Compensation; No Right of Return

Reseller shall not because of the termination of this Agreement be entitled to any damage or other compensation whatsoever whether for loss of Customers or any other detriment. Reseller shall have no right to return any Products ordered or purchased from Powerwave except as set forth in the limited warranty provision above.

21. Effects of Termination

21.1 On the termination of this Agreement all rights and obligations of the parties hereunder shall automatically terminate except:

- (a) for such rights of action as shall have accrued prior to such termination and any obligation which expressly or by implication are intended to come into or continue in force on or after such termination; and
- (b) Reseller shall be entitled to sell any of its stocks of the Products which have been fully paid for and which are required to fulfill unperformed contracts of Reseller outstanding at the date of termination (and to the extent and for that purpose the provisions of this Agreement shall continue in effect)

21.2 Reseller shall at its own expense forthwith return to Powerwave or otherwise dispose of as Powerwave may instruct all technical and promotional materials and other documents and papers whatsoever sent to Reseller and relating to the Products or the business of Powerwave (other than correspondence between the parties) and all property of Powerwave being in each case in Reseller's possession or under its control.

21.3 All orders for undelivered Products shall be automatically cancelled

21.4 All outstanding unpaid invoices in respect of the Products shall become immediately payable in place of the payment terms previously agreed between the parties

21.5 Powerwave shall be entitled to repossess any of the Products that have not been paid for against cancellation of the relevant invoices (and so that Reseller hereby irrevocably permits Powerwave its employees and agents to enter any of the premises of Reseller for such purpose).

21.6 Powerwave shall be entitled (but not obliged) to purchase all or any unused Products in the possession or under the control of Reseller which have been paid for by Reseller (and which are not required to fulfill any unperformed contracts of Reseller outstanding at the date of termination) at the

807 15

Powerwave Confidential

price paid to Powerwave by Reseller for such Products, subject to Powerwave paying all necessary value added tax and other taxes, duties or levies and paying the cost of arranging transport and insurance and to notifying Reseller in writing of its requirements with fourteen (14) days of the date of termination. Reseller shall give Powerwave necessary assistance and co-operation for the purpose of giving effect to the provisions of this Clause and of delivering the Products to Powerwave but, subject thereto, any Products which are not purchased by Powerwave within thirty (30) days of its notice may be sold by Reseller (Reseller using its best efforts to sell the same within three (3) months thereafter) in accordance with the terms of this Agreement (and to that extent and for that purpose such terms shall continue in effect).

22. No Revival

After the termination of this Agreement, the acceptance of orders from Reseller by Powerwave or the continuance of the sales by Reseller of the Products or the referring or inquiries to Reseller by Powerwave shall not be construed as a revival of this Agreement.

23. Assignment

23.1 Reseller will not assign or attempt to assign or otherwise transfer any right or obligation arising out of this Agreement without obtaining Powerwave's prior written consent.

23.2 Powerwave may assign any or all of its rights or obligations arising out of this Agreement to any third party by giving notice to Reseller.

24. Amendments

No amendments, changes, revisions or discharges of this Agreement, in whole or in part, shall have any force or effect unless set forth in writing and signed by the parties hereto.

25. Agreement

25.1 This Agreement (together with all attachments and exhibits hereto) constitutes the entire agreement between the parties and supersedes any and all prior proposals, representations, understandings, and all other agreements between the parties, whether written or oral, with respect to the subject matter hereof. Any purchase order, order acknowledgement, invoice or other document containing additional or different terms or conditions shall not have force or effect upon the terms and conditions of this Agreement and any party receiving such document shall not be deemed to have accepted said additional or different terms or conditions by its failure to object thereto.

25.2 In the event of a conflict between the various parts of this Agreement, the documents of this Agreement will, unless otherwise specified, prevail in the following order of precedence:

(a) The numbered Clauses of this Agreement.

(b) The Appendices in numerical order.

26. Waiver

The failure of either party hereto to insist upon the strict adherence to any term of this Agreement on any occasion shall not be considered as a waiver of any right hereunder nor shall it deprive that party of the right to insist upon the strict adherence to that term or any other term of this Agreement at some other time.

27. Compliance with Law and Supplier Code of Conduct

27.1 Reseller agrees to comply with all applicable laws in respect of this Agreement and to indemnify and hold harmless Powerwave from and against all claims, damages, losses, expenses, fines and

Powerwave Confidential

penalties incurred by, or asserted against, Powerwave which arise as a result of Reseller's violation of alleged violation of any such laws.

- 27.2 Reseller certifies and represents that, in connection with its activities with or for Powerwave, it:
- (a) will comply with the laws, rules and regulations of all applicable jurisdictions including, but not limited to, the Foreign Corrupt Practices Act ("FCPA") and other applicable anti-bribery laws including any applicable laws, regulations, and administrative requirements promulgated under the OECD Convention on Combating Bribery of Foreign Public Officials and that it will not otherwise take any actions that will cause Powerwave to violate those laws.
  - (b) will not, directly or indirectly, make or authorize any payments or gifts, or offers or promises of payments or gifts or things of value, directly or indirectly, to any official or employee of any U.S. or foreign national, state, or local government or any agency or instrumentality thereof, to any candidate for public office, to any political party, or any officer or employee thereof in violation of the FCPA, other applicable anti-bribery laws, or with Powerwave's FCPA Policy, which is attached hereto as Exhibit 2 and incorporated herein by this reference, and Powerwave's Supplier Code of Conduct, which is attached hereto as Exhibit 3 and incorporated herein by this reference.
- 27.3 Powerwave and Reseller shall comply with all applicable export control laws, including U.S. export laws and regulations, and each party agrees that, without obtaining the necessary license or approval from the United States government it will not (i) export or re-export, directly or indirectly, any Product or technical data or any direct product of that technical data (including Confidential Information) to any country for which the U.S. Government at the time of export, requires an export license or other governmental approval, or (ii) disclose any technical data (including Confidential Information) acquired from the other party to any national of any country for which the U.S. Government requires an export license or other governmental approval. Reseller will obtain Powerwave's prior written consent for any re-export or re-transfer of Powerwave's Products and technical data, as well as for any disclosure of such technical data to a national of any country for which the United States government or any agency thereof requires an export license or other governmental approval. Under no circumstances may Reseller export or re-export any Powerwave Products or technical data to countries, persons, or entities that are subject to U.S. economic sanctions or that are subject to restrictions under the U.S. Export Administration Regulations. Countries subject to broad economic sanctions currently include Cuba, Iran, North Korea, Sudan and Syria.
- 27.4 Terms of Sale or other specific agreement will denote the IMPORTER OF RECORD. The importer of record shall comply with all applicable import laws, rules and regulations of the United States and/or any other applicable countries. The importer of record is responsible for all customs duties and other customs-related fees. The importer of record is eligible for duty drawback rights to the Products.
- 27.5 Reseller shall comply with the latest version of the Powerwave's FCPA Policy and Supplier Code of Conduct, both of which shall be updated and made available to Reseller at the internet web page set forth below, <http://www.powerwave.com/governance.asp>. Reseller shall recertify its compliance with Powerwave's FCPA Policy and Supplier Code of Conduct on an annual basis.
- 27.6 Reseller will fully cooperate in any investigation, including making employees available for interviews, in the event that Powerwave requests such cooperation.
- 27.7 With respect to Reseller's compliance with its obligations under this Agreement, at all times that this Agreement remains in effect and for a period of twenty-four months following any lapse or termination of this Agreement, Powerwave shall have the right to conduct an audit of Reseller's records that reasonably relate to such compliance. Such audit shall include the right to interview Reseller's employees, representatives, contractors, and agents with respect to such records.

F0715

Powerwave Confidential

- 27.8 Any breach of the foregoing obligations shall constitute a material breach of this Agreement which may result in immediate termination of this Agreement by Powerwave.

28. Survival of Rights and Obligations

Rights and obligations under this Agreement, which by their nature would continue beyond the termination or ending in any other way of this Agreement shall survive the termination of this Agreement.

29. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with the substantive laws of the Kingdom of Sweden without regard to its principles of conflicts of laws or the United Nations Convention on the International Sale of Goods.

30. Disputes

Any and all disputes, controversies and claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Unless the parties agree otherwise, the arbitration proceedings shall be conducted in Stockholm, Sweden, in the English language. The arbitral tribunal shall be composed of one (1) arbitrator. Unless the disputing parties agree otherwise, the Arbitration Institute of the Stockholm Chamber of Commerce shall appoint the arbitral tribunal. The arbitration award shall be final and binding upon the parties. The foregoing shall not restrict Powerwave from going to court or to a competent authority in order to seek payment from Reseller of an amount which is undisputed and due for payment.

31. Notices

All notices, requests, demands and other communications required by this Agreement to be given by either party to the other party shall be forwarded by registered mail, telefax or hand delivery and shall be addressed as follows:

If to Powerwave, to:

Powerwave Technologies, Inc  
1801 E. St. Andrew Place  
Santa Ana, California 92705 USA  
Telefax: +001 714 466 5801  
Attn: Chief Financial Officer

If to Reseller, to:

Net Plan – Telecomunicações e Energia, S.A  
Centro Empresarial de Telheiras  
Rua Hermano Neves, nº 22, 2º A  
1600-477 Lisboa - Portugal  
Telefax: +351 21 753 12 50  
For the Attention of Administrator

or to such other address as either party may specify from time to time in writing to the other. Notices shall have been received or deemed received by the intended recipient on the date of registered delivery, sender's telefax confirmation of transmission or upon signed receipts for hand deliveries, as the case may be.

T01

Powerwave Confidential

This Agreement has been executed in two identical counterparts, whereof the parties have taken one each. This Agreement enters into force and effectiveness on the date fully signed by both parties

Place: Santa Ana, California USA

Place: Lisboa, Portugal

Powerwave Technologies, Inc.

Net Plan - Telecomunicações e Energia, S.A.

By: 

By: 

(print name) KEVIN T. MICHAELS

(print name) Rui Pereira da Silva

Title: CHIEF FINANCIAL OFFICER

Title: Administrator

Date: MAY 5, 2010

Date: 30.04.2010

12

2 - copies of signed and stamped Agreement EMEA rev 18.03.2014 NetPlan no. 1

for B

Dec. 2.

[illegible]

THE UNIVERSITY OF CHICAGO

Tag -



200.2

[illegible]

701



Doc. 4

[company Symbol]

Net Plan - Telecomunicações e Energia, S.A.  
 Centro Empresarial de Telheiras  
 Rua Hermanno Neves, 22 - 2.º A  
 1600 - 477 Lisboa

Phone + 351 217521250

Fax. + 351 217521255

Taxpayer Number: 505 407 140

Equity: 300.000,00

Register number: 11293/2001-05-25

Payment note

Original

Number

112

Data

28-02-2012

Dear Sirs

Powerwave Technologies Sweden AB  
 Box 1155  
 164 26 Kista - Sweden

Att: Mr: Vicent Fasquelle

Currency	Y/Taxpayer Nr.
EUR	556458086701

Dear Srs.

Hereby, the payment of the total amount of 35.606,72 (thirty five thousand, six hundred and six euros and seventy two cents).

MOV.	Number	Description	Bank	Value
TRP	28/02/2012	Bank Transfer	BCP	35.606,72

For the liquidation of the documents referred below:

Doc.	Doc. Number	Nr.PRT	Doc. Value	Value	value	Due value
VFA	2069012	1	4.772,72	4.772,72	0,00	0,00
VFA	2069258	1	764,00	764,00	0,00	0,00
VFA	2069330	1	13.125,00	13.125,00	0,00	0,00
VFA	2069331	1	13.125,00	13.125,00	0,00	0,00
VFA	2069827	1	3.820,00	3.820,00	0,00	0,00
Total			35.606,72	35.606,72	0,00	0,00

Total amount paid (EUR)

35.606,72

Best Regards,

[Symbols]

For

Page 1 of 1

Euro Zone Transfer

[Bank Symbol]

## Occasional International Transfer / Euro Zone/SEPA

Reference	0
Account	0000000279262322 – EUR -Current Account
Processing date	2012-02-28
Beneficiary	Powerwave technologies Inc.
Account to Credit / IBAN	DE27500210004910175644
BIC Swift	INGBDEFF
Destiny Country	Germany
Type of Transfer	International Transfer Euro Zone - SEPA
Amount	35.606,72 EUR-EURO
Type os Expenses	Shared
Issuance Expenses	1,44 EUR
Stamp Duty	0,06 EUR
Communication expenses	0,00 EUR
I.V.A (legal rate)	0,00 EUR
Total of Expenses	1,50 EUR (tax included)
Total amount to debit	35.606,72 EUR
Description	
Transaction code	101-EXP – IMP ( not included on 111 A 161)

T01/15

Dec. 17

Nuno Passos

From: Nuno Passos <nuno.passos@netplan.pt>  
Sent: sexta-feira, 11 de Março de 2017 18:04  
To: Juan Argara  
Cc: 'Joao Santos'  
Subject: Invoices  
Attachments: Net Plan AR March 20170511.xlsx

一一一

It was then affected, the amount of payments for the open invoices.

By calling the number 1-877-VIA, we don't have this invoice in our system. Can you please send us a copy of it?

By using the invoice 2365331, we need a credit note because this is regarding the RETs that were wrong and were already paid in the invoice 2365331. We need a credit note because the first RETs were not 175 units, but 175 units; from Powerwave and obviously we could only invoice them regarding 175 units, because the first RETs were not 175 units, but 175 units.

[illegible]

Figure 1. The effect of the concentration of the  $\text{H}_2\text{O}_2$  solution on the rate of the reaction of the  $\text{H}_2\text{O}_2$  solution with the  $\text{Fe}^{2+}$  solution.

[Click here to report this email as spam.](#)

Doc 6

Date: 20 September 2012

To: Mr. Silva (cc: António Teófilo)

Copy: Mr. F. S. S. (cc: António Teófilo)  
João Sá Vaz (cc: António Teófilo)

NetPlan - Instituto de Estudos e Engenharia, S.A.  
Centro Empresarial de Teófilos  
Rua Fernando Pessoa, 47 22 - 22 A, 1600 - 177 Lisboa  
Phone: + 351 217 521 250  
Fax: + 351 217 521 255

Dear Mr. Silva and Mr. Passos,

My team has provided me a copy of your letter dated 20 September 2012. In this letter, you are claiming that Powerwave compensate NetPlan 97.6k Euros for the profits you lost as a result of TMH awarding a portion of their Powerwave business to NSN. Your assertion is that you are entitled to this compensation because Powerwave disadvantaged NetPlan in some manner. I have reviewed the facts and there is simply no merit to this position.

The facts that I have suggest that NetPlan was successful in winning majority market share with TMH in 2011 and in 2012. This is a direct result of your efforts and your relationship with TMH.

The actual Powerwave sales to TMH through NSN in 2012 were approximately one-third of the sales figures you have used in your 20-Sept letter. I'm not sure the source of the data you have used, but I can assure you that your numbers are significantly overstated.

During your discussions with my Head of Europe, the figures that you shared with her were that NetPlan enjoys approximately a 2% Margin on Powerwave products.

We share our long standing relationship with NetPlan. In order to help move this forward, I am prepared to offer NetPlan a Credit Memo in the amount of \$12k USD. The \$12k USD equates to 2.5 of Euros. This is certainly lower than your initial request, but I do believe this amount fair and reflects the facts of the situation.

The key issue for me is to understand your position on the Past Due balance owed to Powerwave. The current estimate provided is approximately \$40k Euros. When can Powerwave expect resolution on this balance? I would like to resolve this as quickly as possible. If we are unable to reach an understanding, I will be compelled to put this on the radar of our CFO and he will be required to pursue all available remedies to ensure secure resolution of this past due amount.

Please respond to me by close of business Monday 17 September. I look forward to your favorable response.

Thank you,

Robert S. S. S.

Robert S. S. S.

Robert S. S. S.

Robert S. S. S.

Robert S. S. S.

Robert S. S. S.

Robert S. S. S.

Robert S. S. S.

T. S.

TCC

Nuno Passos

From: Nuno Passos <nuno.passos@netplan.pt>  
 Sent: quinta-feira, 20 de Setembro de 2012 11:36  
 To: 'Juan Algara'  
 Cc: nrisalva@netplan.pt; joao.santos@netplan.pt  
 Subject: Proposal of compensation from Powerwave

Hi Juan,

For the 10 antennas from TCC, our proposal of compensation, regarding the estimated values of sales from NSN and Ericsson, is as follows:

Ref	Descr.	Cost	NSN	ERICSSON
8212-40	RET SINGLE BAND	75.000 €	815	600 45.000,00 €
8230-40	RET TRI BAND	240.000 €	250	300 72.000,00 €
P65-1B-XDHW2-N	LTE Antenna - 2500-2690 MHz	1.153.000 €	1200	0,00 €
P66-15-XDHW2-N	LTE Antenna - 2170/2500-2690 MHz	712.000 €	90	0,00 €
P65-17-XDHW2-N	LTE Antenna - 780-960/1710-2170 MHz	322.000 €	250	0,00 €
P65-17-XDHW2-N	LTE Antenna Tri-band	1.835.005 €		0,00 €
				117.000,00 €
				1.952.005,00 €
				97.600,00 €
			5%	

It is important to state that our proposal is derived from the feedback we could obtain.

We are not going to return to complete picture and to get more accurate values.

If you find it good, and if possible, and from your side, if you can also get some figures in order to validate these values, it will be good.

Thank you and kind regards,  
 Nuno Passos

cc: joao.santos@netplan.pt  
 cc: nrisalva@netplan.pt

TCC

Page 1 of 1

cjcradvogados

De: "Juan Algara" <Juan.Algara@pway.com>  
Para: "Nuno Passos" "João Santos"  
Cc: "Vincent Pasquelle" <Vincent.Pasquelle@pway.com>  
Enviado: domingo, 21 de Março de 2016 07:55  
Anexar: Reseller Agreement EMEA rev 18-03-2010.doc  
Assunto: Reseller agreement  
Dear Nuno and Joao  
Please, find attached the reseller agreement including 60 days payment  
Commission not stated in the agreement as it is a reseller agreement but, as we agreed, it is 4%  
Please, we will appreciate to have the agreement duly signed before end of March

Best regards

Juan Algara  
Powerwave Technologies  
RSM Spain/Portugal  
+34 669 559 312

704  
PD

POWER OF ATTORNEY

NET PLAN – Telecomunicações e Energia, S.A., a duly registered Lisbon company, under the no. 505 407 140, with its headquarters in Lisbon, at the Centro Empresarial de Telheiras, Rua Hermano Neves, n.º 22 – 2.º A, registered at Conservatória do Registo Comercial de Lisboa under the same identification number, represented in this act by its administrators, Rui Pereira da Silva and Mário Sergio Duarte Melo, hereby appoints as their lawful attorneys, Tânia Correia de Jesus, Teresa Gonzalez and the Trainee Lawyer Helena Pinto Simões, lawyers with office in Lisbon, at Avenida de Berna n.º 24, 6.º Dt.º, to whom it grants, with the powers to delegate some or all of the above described powers acting jointly or individually, the widest legal representative powers, including the special powers to confess, withdraw and settle any judicial proceedings, as well as to receive payment.

Lisbon, January 7, 2013

[illegible signatures]

A handwritten signature in dark ink, appearing to be 'TCM' with a stylized flourish at the end.

Index

Attachment no.1 - Opposition

Attachment no.2 – doc 1

Attachment no.3 – doc 2

Attachment no.4 – doc 3

Attachment no.5 – doc 4

Attachment no.6 – doc 5

Attachment no.7 – doc 6

Attachment no.8 – doc 7

Attachment no.9 – doc 8

Attachment no.10 – Power of Attorney

Document electronically signed.

This electronic signature replaces the hand made signature.

Wednesday, January 9, 2013 – 10:27:14 GMT

VALIDITY UNKNOWN

Signed by Tania Correia de Jesus – Bar Association

Date: 2013.01.09 10:27:14 GMT

Digital certification of the petition

A handwritten signature in black ink, appearing to be 'TCJ' with a stylized flourish below it.



Document signed electronically.  
The electronic signature replaces the hand made signature.  
Dr(a). Gabriela de Fátima Marques



Judicial District of Lisbon  
Lisboa - Inst. Central - 1ª Civil Section - J15  
Palácio da Justiça, Rua Marquês de Fronteira - 1098-001 Lisboa  
Telef. 213846400 Fax: 211373579 Mail: [lisboa.centralcivildia@tribunais.org.pt](mailto:lisboa.centralcivildia@tribunais.org.pt)

File Nº 194466/12.2YIPRT

Our/Reference: 342009375

#### MINUTES OF PRELIMINARY HEARING

Date: December 3, 2015, at 10h30.  
File number: 194466/12.2YIPRT  
Ordinary proceeding  
Plaintiff: Powerwave Technologies, Inc  
Defendant: Net Plan - Telecomunicações e Energia, S.A.  
Judge of Law: Dr.ª Gabriela de Fátima Marques.  
Lawyer of the Plaintiff: Tiago Castanheira Marques  
Lawyer of the Defendant: Dr.ª Tânia Correia de Jesus  
Court Clerk: José Manuel dos Santos Pereira  
People present: The Lawyers of both parties.

\*

After opening the hearing, her Honor the Judge tried to reach an agreement between the parties, which was not possible, having the Lawyers of both parties justified the maintenance of the dispute with the existence of irreconcilable positions regarding the facts and the amounts claimed in the proceedings.

\*

After, her Honor the Judge issued the order referred in article 595 of the Portuguese Civil Code, without fixation of the value given the order of sheet 238.

\*

#### CURATIVE ACT

The Court is competent in view of the nationality, matter and hierarchy.  
In what regards the objection of lack of jurisdiction, taking in consideration the decision taken by the Supreme Court of Justice, the proceeding must follow. The objection of offsetting must be considered as impeditive fact and not as a counterclaim, due to the fact that the objection was argued by the Defendant in a date previous to the new Civil Procedure Code, and therefore being decided in this Court as an exception with competence either to the collection of the debt, either by the possible knowledge of the fact partially prohibitive or extinctive of the right.  
The proceeding is correct and is not vitiated by any absolute nullity.

Page 1 of 3

10/1/16



Judicial District of Lisbon  
Lisboa - Inst. Central - 1ª Civil Section - J15  
Palácio da Justiça, Rua Marquês de Fronteira - 1098-001 Lisboa  
Telef: 213846400 Fax: 211373579 Mail: [lisboa.centralciv1@tribunais.org.pt](mailto:lisboa.centralciv1@tribunais.org.pt)

File Nº 194466/12.2YIPRT

The parties have legal personality and judicial capacity and are dully represented. In fact, we understand that due to the reply of the Plaintiff and taking in consideration the insolvency of the Defendant, the said is represented in the proceeding.

There are no delaying exceptions, incidental or procedural or incidental motions that are necessary to decide for now.

\*

After the discussion with the parties, mentioned in article 596 of the Civil Procedure Code, her Honor the Judge decided the following:

**Order**

**Object of the proceedings:**

1 – The right of the Plaintiff in being paid by the Defendant of the of the value of the equipment supplied by the Plaintiff and itemized in the invoices under discussion, added with interests since the due date of each invoice.

2 – The right of the Defendant to set-off its credit in the amount of €97.600,00, plus €13.125,00.

\*

**Evidence Themes:**

1 – The Reseller Agreement entered into between the Plaintiff and the Defendant and its clauses.

2 – The supply of equipment by the Plaintiff to the Defendant, under the Reseller Agreement and the issuing and delivery of the correspondent invoices, in the amount claimed, by the Plaintiff to the Defendant.

3 – The set-off of a credit due to the necessity of issuing a credit note by the Plaintiff to the Defendant in the amount of €13.125,00.

4 – The agreement between the Plaintiff and the Defendant on the existence of a 4% compensation, added with a commission of 1%, on the basis of the equipment sold to TMN, whose amount reached €1.925.005,00.

\*

Later, her Honor the Judge gave the floor to the Lawyers of both parties, who said that they did not had any complaint against the previous order.

\*

**Means of Evidence:**

After, her Honor the Judge gave the floor to the Lawyers of both parties who said that they reaffirmed the list of witnesses indicated in the proceedings.

\*

Page 2 of 3

Jc1



Judicial District of Lisbon  
Lisboa - Inst. Central - 1ª Civil Section - J15  
Palácio da Justiça, Rua Marquês de Fronteira - 1098-001 Lisboa  
Telef: 213846400 Fax: 211373570 Mail: [lisboa.centralcivil@tribunais.org.pt](mailto:lisboa.centralcivil@tribunais.org.pt)

File N° 194466/12.2YIPRT

After his Honor the Judge decided the following:

**ORDER**

I accept the list of witnesses indicated by the Plaintiff of sheets 76 e 77, determining that the two last witnesses be heard through letters of request to all the facts alleged by the Plaintiff and sett-off exception alleged by the Defendant, specifically articles 12 to 14 and 26 to 31 of the opposition.

I accept the list of witnesses of the Defendant of sheet 14 and 15.

Notify.

\*

Nothing more having to determine, the hearing was closed.  
The present minute, made with the help of electronic means, after read and considered correct, is going to be signed electronically by her Honour the Judge and signed the the Court Clerk that made it.

The Court Clerk  
José Manuel dos Santos Pereira

Page 3 of 3

1507



Application delivered through electronic system in the date and at the hour indicated in the electronic signature of the signee (cf. last page), according to the terms and provisions set out in the Order no. 144/2008, of February 6

---

## APPLICATION TO THE COURT

REF. no.: 12714567

### DESCRIPTION

---

Goal: To be joined to an existing proceeding

Ref. of payment:

Competent Court: Lisbon – Civil Court

Organic Unit: 10<sup>th</sup> Civil Court

No. of proceedings 194466/12.2YTPRT

### LAWYER

---

Name: Pedro Sousa Uva

Lawyer card no.: 217641

Address: Av Forças Armadas, 125 – 12º

Tax ID no.: 222793660

Location:

Postal Code: 1600-079 Lisbon

Phone no.: 217231800

Fax no.: 217231899

E-mail: pedro.s.uva-217641@adv.oa.pt

### Multiple signees

The signee Lawyer hereby declares under article 12, no. 2 of the Order no 114/2008, of February 6, that this Application will also be subscribed by

Bernardo Teixeira de Abreu, Lawyer, with lawyer card no. 354121

### Notification between lawyers under article 229º-A of the Civil Procedure Code

Name: Tânia Correia de Jesus

Notified electronically

---

Document processed by computer

Application no. 12714567 Pag. 1/1

TOM P

[Law firm's identification]

Proceeding no. 194466/12.2YIPRT

His Excellency the Judge  
of the 10<sup>th</sup> Civil Court of Lisbon

POWERWAVE TECHNOLOGIES INC., Plaintiff in the above indicated proceeding, in which the Defendant is NETPLAN – TELECOMUNICAÇÕES E ENERGIAS, S.A., notified of the Opposition and documents presented by the Defendant, hereby presents, under article 3, no. 3 of the Portuguese Civil Code, its:

**RESPONSE TO THE OPPOSITION**

Which the Plaintiff presents in the terms and with the following grounds:

**I. ALLEDGED EXCEPTION OF INTERNATIONAL LACK OF JURISDICTION**

1. The Defendant alleges, in its Opposition, that the Portuguese Courts do not have jurisdiction because of the choice of forum clause correspondent to Clause 30 of the *sub judice* Agreement, alleging that the Portuguese Court does not have jurisdiction over the matter, and consequently asking for the end of the proceeding with the absolution of the Defendant.
2. Nevertheless, as the Plaintiff will demonstrate, the Defendant is not right, and the exception should be totally denied, for the following reasons:

[law firm's addresses]

for B

[Law firm's identification]

3. According to clause 30 of the *sub judice* Agreement – which full version<sup>1</sup> is hereby presented for all legal purposes under Document no. 1, being that its translation will furthermore be presented to the Court – the parties expressly agreed as follows:

*"30. Disputes*

*"Any and all disputes, controversies and claims arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Unless the parties agree otherwise, the arbitration proceedings shall be conducted in Stockholm, Sweden, in the English language. The arbitral tribunal shall be composed of one (1) arbitrator. Unless the disputing parties agree otherwise, the Arbitration Institute of the Stockholm Chamber of Commerce shall appoint the arbitral tribunal. The arbitration award shall be final and binding upon the parties. The foregoing shall not restrict Powerwave from going to court or to a competent authority in order to seek payment from Reseller of an amount which is undisputed and due for payment."*

[In the English language in the original document]

(the underlining and bolds are our own)

Which, in the Portuguese language, corresponds to the following:

*"30. Disputes*

---

<sup>1</sup> Even though the contents of the Agreement presented by the Defendant are correct, this version is incomplete because it does not include pages 13 to 21.

[law firm's addresses]

707 Y

[Law firm's identification]

*"Any and all disputes, controversies and claims arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Unless the parties agree otherwise, the arbitration proceedings shall be conducted in Stockholm, Sweden, in the English language. The arbitral tribunal shall be composed of one (1) arbitrator. Unless the disputing parties agree otherwise, the Arbitration Institute of the Stockholm Chamber of Commerce shall appoint the arbitral tribunal. The arbitration award shall be final and binding upon the parties. The foregoing shall not restrict Powerwave from going to court or to a competent authority in order to seek payment from Reseller of an amount which is undisputed and due for payment."*

(the underlining and bolds are our own)

4. As one can verify through the analysis of the above cited clause, the will of the parties to the Agreement *sub judice* was to establish a choice of forum clause with a mixed regime, including arbitration without prejudice to the possibility to use the judicial courts to claim undisputed amounts (*amount which is undisputed* [in the English language in the original document]) and due for payment (*due for payment* [in the English language in the original document]).
5. As a matter of fact, the option to establish such a clause allows for a certain flexibility for the parties in the choice of the adequate forum to solve disputes with certain characteristics.
6. The ratio behind such a choice is justified by the will of both parties to avoid a more costly way than the courts – an arbitration – in cases where this way is not justified, like the case of undisputed and due for payment amounts, like for instance undisputed invoice, like the ones that were the basis for the injunction proceeding

[law firm's addresses]

Tol



[Law firm's identification]

that originated the present proceeding and which are now presented to the court as Documents no. 2 to 33, for all legal purposes.

7. The final part of clause 30 of the Agreement *sub judice* reflects the express will of the parties in allowing the Plaintiff, as a creditor, to use the judicial courts to demand its credits which are undisputed and due for payment, and not to use an arbitration.
8. It is perfectly perceptible that this clause was negotiated and agreed upon between the parties and thought for a certain concrete type of litigation – litigation arising from pending debts, which are due and are undisputed, so to speak – and not as an usual arbitration clause or other according to which arbitration would be the only means admissible to solve any litigation.
9. It is a manifestation of the parties' autonomy in what regards the choice of the forum which is thought to be the most adequate according to the litigation in question.
10. In fact, if the will of the parties was for all litigation arising from the Agreement *sub judice* to be solved over an arbitration, they would simply have included in the Agreement a model clause of the SCC (Stockholm Chamber of Commerce) – institution they have chosen for litigation arising from the first part of the clause in question – or they would have chosen another arbitration clause that stipulated arbitration and only arbitration, as a method of alternative dispute resolution, without any reference to the judicial courts.
11. Nevertheless, the parties did not choose this option, and they did not choose it deliberately and consciently, opting for a mixed clause.

[law firm's addresses]

107 16

[Law firm's identification]

12. Being so, if this were to be the spirit of the clause in question, and not the one expressly stated on the said clause, the debtor, *in casu*, the Defendant, each time it was presented with invoices due for payment and undisputed, would allege that an arbitration in Stockholm, Sweden, was due, obstructing to the possibility to use the courts expressly allowed in the clause for these cases.

13. The hypothesis referred to in 13 never corresponded to the will of the parties, but exactly the diametrically opposed, i.e., with due for payment and undisputed credits, the parties are able to use the competent authorities, which legitimates, naturally, the use of the injunction mechanism.

14. The Defendant's thesis renders almost unviable the possibility to solve matters such as the ones in the present proceeding according to the mechanism agreed by the parties in the end of the clause in question.

15. It must be taken into account that the fundamental moment to consider a debt as due for payment and undisputed, in what regards clause 30 of the Agreement, is the moment before the injunction proceeding is presented by the Plaintiff, and not the moment after it.

16. *In casu*, before the injunction proceeding the Plaintiff's credit was never disputed, actually on the contrary, the same was admitted and confessed by the Defendant, according to documents no. 5 and 6 presented with the Opposition, as well as other documents that will be presented as follows.

[law firm's addresses]

for f

[Law firm's identification]

17. In fact, the invoices in question were never disputed by the Defendant in a pre-judicial phase. It is exactly this fact that allows for the second part of clause 30 of the Agreement to be executed.
18. In reality, until this date, the Defendant simply never paid the debt nor did it question the validity or the maturity of the invoices, well knowing that the same were waiting for payment for months as will be further demonstrated.
19. This situation legitimates the Plaintiff to, *ab initio*, execute the second part of clause 30 of the Agreement, using judicial mechanisms like the injunction proceeding and the competent Portuguese court, to claim its credit.
20. On the same way, in its Opposition, the Defendant, with exception from only one invoice, with a reduced value (approximately 13 thousand euros) does not dispute the invoices nor does it dispute the respective credit alleged by the Plaintiff.
21. Even the presentation of an Opposition to the Plaintiff's application does not stop the possibility to execute the second part of clause 20<sup>a</sup> by the Plaintiff, otherwise the final part of the clause would not make sense, and would be useless.
22. In reality, if that were to be the case, we would be left in a troubling position where it would be sufficient for the Defendant to oppose judicially to any undisputed credit to avoid the effects and utility of the second part of clause 30 of the Contract.
23. That would make no sense and does not correspond to the real and express will of the parties.

[law firm's addresses]

for D

[Law firm's identification]

24. The Defendant violates, thus, the basic principle of *pacta sunt servanda*, by invoking the exception of lack of jurisdiction.
25. One should note that the Defendant challenged only one in 32 invoices, not denying, nor generically, nor specifically, all of the Plaintiff's credit, correspondent to the remaining 31 invoices.
26. Specifically, the Defendant partially challenged the credit correspondent to invoice no. 2071907, in the amount of € 13,125, and correspondent interests, matter to which the Plaintiff will answer in the following chapter, as it constitutes matter of exception.
27. Nevertheless, the Defendant did not challenge the remaining 31 invoices referred to in the injunction proceeding, which means that the amount correspondent to €651,067.42 is not challenged.
28. Which means that, without prejudice to the fact that the invoices in question were never challenged in a pre-judicial manner, all 31 invoices that were not specifically challenged in the Opposition to the injunction proceeding, must be considered as undisputed credits, legitimating the jurisdiction of the Portuguese courts.
29. Being so, also considering the position assumed by the Defendant – and irrespectively of the credit claimed by the Plaintiff before the presentation of the injunction proceeding being considered an undisputed and due for payment credit – it should be considered that the great majority of the Plaintiff's request, also in court, remains undisputed.
30. Finally, pursuant to Article 490 of Civil Procedure Code, the Defendant has the burden of specified impugnation, and when contest “*should take a defined position before the articulated facts in the petition.*”
31. What the Defendant, roughly, did not.

[law firm's addresses]

For

[Law firm's identification]

32. Thus, the facts which were not contested by the Defendant under Article 490º, 2 of the CPC should be accepted by agreement ("efeito cominatório semi-pleno").

33. In view of the above, it's concluded that the claim alleged by the Plaintiff is indeed a credit due and not contested by the Defendant, and as such it falls totally in the type of disputes provided in the final part of Clause 20 of the Agreement.

34. Thus, according to the Clause 30 of the Agreement, the Court with international jurisdiction to decide the dispute in this case is, without a doubt, the Judicial District Court of Lisbon, since the Defendant is based in Lisbon.

35. The interpretation of the Plaintiff, in addition to be substantiated in the literal wording of Clause 20 and in the real and common intent of parties, also finds support in doctrine and international jurisprudence most relevant on this matter, as demonstrate below:

36. As refers Gary Born<sup>2</sup>:

*"It is almost uniformly held or assumed that generally-applicable rules of contract construction apply to the interpretation of international arbitration agreements. Arbitral tribunals routinely refer to generally-applicable canons of contract interpretation, often not derived from any single national legal system, in determining the meaning and scope of arbitration agreements.<sup>20</sup> Similarly, national courts often begin their analysis of the scope of an international arbitration agreement by applying ordinary rules of contract interpretation.<sup>21</sup> (...) These generally-applicable rules of contract interpretation include principles of ascertaining the parties' objective intentions,<sup>23</sup> contra proferentem,<sup>24</sup> the specific prevailing over the general,<sup>25</sup> giving effect to all parts of the parties' agreement,<sup>26</sup> ut res magis valeat quam pereat,<sup>27</sup> notions of good faith<sup>28</sup> and common usage of terms at the time of the agreement.<sup>29</sup> In principle, other generally-applicable rules of contract construction are also applicable to the interpretation of arbitration agreements."*

37. In fact, is the real and common intent of parties, substantiated in the wording of the arbitration Clause that should govern the scope thereof, as explained in the following arbitral decision rendered by the International Chamber of Commerce (ICC)<sup>3</sup>:

---

<sup>2</sup> *International Commercial Arbitration*, Kluwer Law Arbitration Volume I, 2009, pags. 1063 e ss.

[law firm's addresses]

107

[Law firm's identification]

*"An arbitral tribunal should construe the validity and scope of an arbitration clause in accordance with the general principles of the interpretation of contracts, i.e., seeking the real and common intent of parties, based on the wording of the clause, and the principle of confidence or good faith";*

38. The Judge should not interpret the arbitration clause without the least correspondence with the wording of the same, as rightly said the following arbitral decision also rendered in ICC arbitration<sup>4</sup>:

*"prefer[ring] the interpretation which gives meaning to the words, rather than that which renders them useless or nonsensical";*

39. Without wishing to belittle, also by the specification of the arbitration clause which overlapping the more general provisions, according the following arbitral judgment<sup>5</sup>:

*"Under the rule of interpretation *lex specialis derogat legi generali* the more specific provision takes precedence over the more general one";*

40. The specification of certain type of disputes in an agreement of jurisdiction or in an arbitration clause corresponds to the clear willingness of the parties. In fact, the parties' freedom at the moment of the construction of the arbitration clause and their freedom to stipulate what best suits them is mentioned in the next decision, whose extract goes quoted:

*"It serves to underline the golden rule that if the parties wish to have issues as to the validity of their contract decided by one tribunal and issues as to its meaning or performance decided by another, they must say so expressly. Otherwise they will be taken to have agreed on a single tribunal for the resolution of all such disputes."*<sup>6</sup>

41. In addition, any arbitration clause must be constructed and interpreted according to the dictates of good faith, taking into account the commitments and expectations of the parts, as reports the following arbitral decision:

*("any convention, including conventions to arbitrate, should be construed in good faith, that is to say by taking into account the consequences of the commitments the parties may be considered as having reasonably and legitimately envisaged.");*

<sup>3</sup> Interim Award no caso CCI n°. 7929, XXV Y.B. Comm. Arb. 312, 317(2000)

<sup>4</sup> Arbitral Decision in case ICC n°. 1434, 103 J.D.J. (Clunet) 978, 982 (1976)

<sup>5</sup> Arbitral Decision in case ICC n°. 5946, XVI Y.B. Comm. Arb. 97, 102 (1992)

<sup>6</sup> Decision of the *English Court of Appeal* in *FionaTrust & Holding Corp. v. Privalov*, 2007, confirmed by *House of Lords*.

[law firm's addresses]

7007 fr

[Law firm's identification]

42. Concerning to the interpretation of the arbitration clause, it should also be seen the following decision<sup>7</sup>:

"endorsing an "interpretation, based on the investigation of the real intention of the parties, [that] has nothing to do with extensive or restrictive interpretation";

43. Finally, it must also be noted the following extract of the arbitral decision rendered in an arbitration ICC<sup>8</sup>:

"the interpretation of an arbitration clause, like that of any clause in a contract, depends primarily upon the wording of that clause"

44. In view of the above and concerning to the identified exception, it can be concluded as follows:

- The petitioned claim in the application is an uncontested and overdue claim, which allows to trigger the 2<sup>nd</sup> half of Clause 30 of the Agreement, which justifies the recourse to judicial courts and not the arbitral forum.
- It was express intent of the parties to exclude from arbitration the resolution of overdue and uncontested debts; otherwise, parties would have simply resorted to an arbitration clause simple without any reference to the competent judicial court;
- A literal interpretation of the Clause 30 of the agreement, corresponding to the real and manifested intent of Parties may not result in a different interpretation than the present dispute concerning to a not contested claim is the responsibility of the competent judicial courts, since the creditor under the clause 30 had that freedom of choice of forum and thus exercised.
- Thus, it should be recognized the international jurisdiction of the Portuguese Judicial Court for the judgment of the merit of this lawsuit.
- If so do not understand, it is necessary to say that the petitioned credit was not contested by the Defendant in Opposition, which allows to stress the fact that, concerning a great part of the credit - the amount corresponding to 36 of 37 invoices - we are indeed facing a debt due and uncontested.
- Thus, if it is understood that there is a part (minimum) of the credit that was contested and another that it was not, the truth is that there is not any objection or legal or contractual impediment to a dispute being solved in part by arbitration and in part by litigation, as this was the expressed and real intent of the parties.
- Which would mean, in practice, that only the matter concerning to Invoice No. 2071907, in the amount of € 13.125,00, interests, set-off and other claims deducted by the Defendant - which does not happen in this case because there are no counterclaims - would be decided by arbitration.

<sup>7</sup> Arbitral Decision in case ICC Case n°. 4145, XII Y.B. Comm. Arb. 97, 100 (1987)

<sup>8</sup> Preliminary decision (Interim Award) in case ICC n°. 7929, XXV Y.B. Comm. Arb. 312, 316 (2000)

[law firm's addresses]

*Torpe*

[Law firm's identification]

51. As agreed in the mentioned Contract, the Defendant took the mentioned position of reseller, without exclusivity, of certain Plaintiff's products, as paragraph B of recitals and also in Section 2.1, both of the Contract:

*"Powerwave has agreed to appoint Reseller as its non-exclusive reseller in the Territory"*

*"Powerwave hereby appoints Reseller to act as a non-exclusive reseller of Powerwave for the resale of the Products in the Territory during the term of this Agreement (...)"*

52. Moreover, it was also expressly agreed in the same paragraph that the Plaintiff could use other distributors without prior notification of the Defendant:

*"Powerwave reserves the right to increase or decrease the number of authorized resellers in the territory at any time without notice to Reseller."*

53. Thus, the activity of the Defendant under the Contract consisted in order amounts of a certain kind of Author's products and then resell them in Portuguese territory, at the price wanted, taking their pay by the difference between the price of purchase of goods and the resale of them.

54. Without right to any commission, since the Defendant was never agent, distributor or dealer of the Plaintiff, with or without an exclusive basis.

55. That being said, the Plaintiff is utterly surprised by the Defendant's allegations, namely, by the arguments made in articles 21.º and 22.º, included in the Opposition, when he states that "it is exclusively responsible for the sale of the Plaintiff's products in Portugal" and that it "acted in fact, as the exclusive distributor in the Portuguese territory for the Plaintiff's products".

56. What is, evidently false.

57. Being impossible for the Plaintiff to understand the legal or contractual grounds on which the Defendant sustains such allegations – nor does the Defendant indicate those reasons.

[law firm's addresses]

707 12



[Law firm's identification]

58. The truth is that not by fact, or by the law, was ever the Defendant a distributor of the Plaintiff's products, but simply a reseller, and even less with exclusivity character, in the terms expressly agreed in the Agreement.

59. This is why the Plaintiff how the Defendant though attaching the Agreement *sub judice*, giving it entirely reproduced, and then ignores its content without further grounds or documental evidence to support it.

60. This way, there is no sufficient proof to sustain the claim that the Defendant was ever the exclusive distributor of the Plaintiff's products in Portugal, for the simple fact that the Plaintiff has other distribution contracts with several other operators, such as Ericsson and NSN, as the Defendant is well aware.

61. In fact, it results explicitly from the Contract as well as from all the correspondence sent between the Plaintiff and the Defendant that this commercial relation was set on a non-exclusive basis, as can be seen in the email of February 23rd 2010, at 10:43 am, sent from Nuno Passos, the Defendant's CFO, to Juan Algara, on the Plaintiff's behalf, before the celebration of the contract, and when said contract was being negotiated, email which is now annexed doc. 34, together with previous emails, that are fully reproduced for all legal purposes.

"PWAV will not sign an exclusive agreement, but as long as they are performing well; we will not introduce another reseller";( our own bold and underlining).

62. This is why the Plaintiff does not understand why the Defendant is now claiming there was any exclusivity associated to this contract.

63. Never did the Defendant wanted to become the Plaintiff's agent.

64. In fact, the Defendant always wanted to control the resell price, choosing a Reseller Agreement, reason why it never received any payments, during the period on the contract was in effect, nor commissions, matters subject to further appreciation ahead.

B) Compensation allegedly due to the Defendant

[law firm's addresses]

707

VS

[Law firm's identification]

65. Based on the previous argument – unjustified, nonetheless – that the Defendant was the exclusive distributor of the Plaintiff's products, what is false as was previously shown, the Defendant claims to be entitled to a commission for the sales made in Portugal.

66. This commission was not foreseen in the contract, nor is it part of any legal provision, as will be demonstrated.

67. To support this claim the Defendant states the Plaintiff acknowledged a \$ 12. 000, 00 (twelve thousand dollars) in its favor (cf. article 26 of the Opposition), annexing a letter of September 26th 2012, that was identified as Doc. 6.

68. That allegation is stated deprived of its context, hence being completely false.

69. In fact, the Defendant wants to remove that letter from its context, which was nothing more than an offer made by the Plaintiff to reward the Defendant's commercial efforts, e a context of resolution of a standstill, due to the fact the Defendant had not paid all of its debt to the Plaintiff.

70. However, said letter was never intended to assume the form of a commission or any other binding nature.

71. Thus the Defendant cannot argue that it is in any way the Plaintiff's creditor for its good performance...

72. When the Defendant is itself in debt towards the Plaintiff according to the letter annexed by the Defendant (Doc 5 of the Opposition) where said debt is expressly recognized:

"Please find attached the forecast of payments for the open invoices. Some we are paying still today, others next week (CW20) and hopefully in the end of this month (E/5) or beginning of June (B/6)".

73. What never took place in any of the three moments promised by the Defendant.

74. In fact, it is difficult to not have a good performance when the reseller does not pay to its supplier, as is the Defendant's case, in a sum above € 600.000,00 (six hundred thousand euros).

[law firm's addresses]

707  
D

[Law firm's identification]

75. Let it be noticed, that said proposal was made in a time when the Defendant claimed the Plaintiff was selling its products directly to TMN through Nokia Siemens (NSN).
76. This is clearly true, as well as legitimate and reveals, once more there was no deal of exclusivity between the two parties.
77. In fact, the Plaintiff could well sell its products without resorting to the Defendant.
78. It is this way, forcibly and under a hypothetical exclusivity, which does not exist, the Defendant supports its claims.
79. On the 14th of September 2012, at 10 am, the Plaintiff, represented by Juan Agra and Julia Hogan, went to Portugal to attend a meeting with the Defendant, represented by Rui Silva and Nuno Passos, so that the first could, once more, insist that the latter would pay the full amount of the debt of 655 thousand euros.
80. In that meeting, the Defendant showed no desire to settle its debt, unless the proper compensation for the alleged deals with TMN and NSN was given.
81. However, nothing in this regard was settled, and no documents to sustain these claims were presented by the Defendant.
82. Like it was previously stated, there is no contractual or legal grounds for such a claim, nor does the nature of the contract of resale comprises such understanding.
83. Likewise, as stated before, the proposal sent by letter from the Plaintiff to the Defendant on September 26 does not constitute a recognition of a credit but just a proposal for debate ([I] am prepared to offer a NetPlan [...]).
84. Let it be noticed, the Defendant, craftily forgets to mention the credit mentioned by the Plaintiff.
85. That is a direct part of the context in which it is inserted.

[law firm's addresses]

707 R

[Law firm's identification]

86. The Plaintiff mentions in said letter, the amount of debt due by the Defendant, which amounted to € 640. 000, 00 (six hundred and forty thousand euros).

87. The Plaintiff, in spite of valuing its long commercial relation with the Defendant, cannot sustain such a debt.

88. That debt, after all this time is still outstanding.

89. Moreover, from the content of said letter results the Plaintiff's clear intention to try and understand the reason why the Defendant was in such an extreme debt of 640k: ("[T]he key issue for me is to understand your position on the Past Due balance owed to Powerwave [...]", cf. as Doc. 6 from the Opposition).

90. Moreover, the Plaintiff expressly and peremptorily denied any the amounts claimed by the Defendant, as the 4th paragraph of said letter indicates:

"I'm not sure the source of the data you have used, but I can assure that your numbers are significantly over-stated."

91. It was in this context that, in order to resolve such predicament, the Plaintiff, willingly proposed to pay the amount of 12 thousand dollars for the Defendant's effort.

92. Nothing more can be extracted from this, let alone the thesis of the credit so to support the compensation that is now said to be in the amount of approximately € 100.000,00.

93. Which is not owed.

LET US SEE,

94. The Defendant claims, in article 27.<sup>o</sup> of the Opposition that "[the] amount of 12.000 dollars acknowledged by the Plaintiff owed by the Defendant would be equivalent to 2% of 600.000 dollars as a result of the alleged sales of Author's products done directly to TMN by NokiaSiemens (NSN), and not, as usually done since 2001, by the Defendant.

[law firm's addresses]

TOT/A

[Law firm's identification]

95. Well, it expressly results from paragraph 2.1 of the Contract that there is no exclusivity, so the Plaintiff can increase the number of distributors on Portuguese territory without even notifying the Defendant.

96. This being said, the "compensation" was handled as a mere liberality for the the recognition of the good commercial relations between the Defendant and the Plaintiff.

97. Which should be seen as the ultimate demonstration of the Plaintiff's willingness to maintain said relations.

98. In fact without prejudice of the existent debt, the Plaintiff made every efforts to keep the present commercial relation.

99. Like so, in spite of the invoices in debt accumulated since 2010 – which were not disputed in this court by the Defendant – there was no other course of action that the Plaintiff could follow, other than the coercive execution of its credit.

100. Let it be noticed that nowhere in the contract, or in any other document, can we find any statement to support the Defendant's claims.

**EVEN IF THIS IS NOT THE COURT'S UNDERSTANDING**

101. There is no logic supporting the Defendant's claims.

102. Indeed, an email sent from the Defendant's manager is not proof enough to reach a conclusion on the sales made by the Plaintiff to TMN (cf. Doc 7 of the Opposition).

103. When that exact email would be disputed by the Plaintiff through a letter which dates back to September 26th 2010 – cf. Doc. 7 of the Opposition:

"[T]he actual Powerwave sales to TMN through NSN in 2012 were approximately one-third of the sales figures you have used in your 20-Sept letter[.]"

[law firm's addresses]

707

[Law firm's identification]

104. As well as it is still left to the Defendant to demonstrate that in "equivalent cases the percentage given to distributor is [...] 5 %"( cf. article 33. ° of the Opposition).

105. Nor is there any reference to what constitutes an equivalent case.

106. Moreover, the Defendant does not make its remuneration from the amounts sold but from the resale prices.

107. Regarding this matter, one must analyze the clause 2.2 of the contract where there is a provision stating the "[r]eseller is free to set its own retail prices [.]

108. Moreover, even if there was any right for a commission – which is only admitted as a mere conjecture – there is no basis for a 5% percentage as the Defendant claims.

109. This commission, if it ever existed, would never be higher than 2%, as stated in doc. 6 of the Opposition.

**MOREOVER,**

110. Nor is it understandable, from the email of March 21st 2010 annexed as Doc. 8 of the Opposition, to what is related the value of 4% indicated there.

111. Even more, when the Defendant's remuneration in the agreement was limited to the difference between the purchase price and the resale price in Portugal.

112. Nothing indicates that during the agreement execution, such percentage has not changed.

113. Moreover, the 1% the Defendant claims to be a part of a cost have always been entirely supported by this party, cf. clause 7.4 of the contract).

114. In fact as stated before, never has the Plaintiff paid the Defendant any amounts as commissions.

[law firm's addresses]

TG1 D

[Law firm's identification]

115. Which makes perfect sense, being an agreement for purchase and sale for resale.
116. Therefore, the Defendant invokes, again, facts without any support, either documental or of any other sort.
117. Actually, the fact that the Defendant does not challenge most part of the claimed debt cannot be disregarded.
118. Nevertheless, and quoting the Defendant on paragraph 10 of the Opposition, "indeed, this invoice (Invoice no. 2071907, attached as doc. [...]) is not due [...]".
119. And arguing nothing concerning the others, without even challenging them.
120. Whereby all the other credits are to be considered as confessed by agreement, under the terms of paragraph 1 of article no. 484 of Code of Civil Procedure.
121. Therefore resulting a contradiction between claims b) and c) of the Opposition raised by the plaintiff, when requesting the acquittal of the claim, for not-proven.

#### **THE "COMPENSATION" INTENDED BY THE DEFENDANT**

122. The subject of compensation cannot be appreciated in court under the terms of Clause 20 of the contract *sub judice*, since the competent jurisdiction is the arbitral forum and not the judicial, being that it does not fit in the type of disputes foreseen in the latter part of the said clause (amounts due and not contested).
123. In fact, the alleged credit at stake was previously challenged by the Plaintiff, on its letter dated of September 26th, 2012 ("[I] can assure you that your numbers are significantly over stated [...]") (doc. 6 of the Opposition)
124. For that reason the compensation exception must be considered as completely dismissed.

[law firm's addresses]

107 10.

[Law firm's identification]

125. However, the following must be said:

126. Under the terms of article 847 of the Civil Code, only when 2 people are mutually creditor and debtor, any of them can be free from its obligation through set-off with the obligation of its creditor, when certain requisites established by the said provision are fulfilled.

127. Nevertheless, *in casu*, it must be said that such set-off cannot operate, once the requisites for set-off are not fulfilled, since there is not a credit and, even if there was, it would not be judicially eligible by the Defendant.

128. The aforementioned requisite is not verified, as hereby broadly exposed , because (i) it was never contractually established any commission; (ii) no commission was ever paid to the Defendant by effect of the commercial relation existent between the parts; (iii) the amount suggested by the Plaintiff of \$ 12.000,00 USD does not correspond to a commission, but to a mere reward suggested to award the performance of the Defendant and, as such, does not substantiate any obligation of the Plaintiff, much less a recognized credit; (iv) there is not any legal or contractual ground justifying the alleged percentage of 5% of "commission"; (v) if existent, which we do not grant, the basis alleged by the Defendant (€1.952.005,00) – contained on document 7 of the Opposition – does not have any fundament or correspondence with reality, as it is expressly referred by the Defendant at the end of the said doc. 7, as well as it is alleged by the Plaintiff according to doc. 6 of the Opposition.

129. In fact, it is clear that the credit claimed by the plaintiff, due and recognized by the Defendant, completely differs from the credit alleged by the said Defendant, which concerns an alleged commission that is not due and that was expressly challenged by the plaintiff at the pre-judicial phase.

130. Note that the request of the Plaintiff is based on invoices due and not paid, concerning equipment that was provided to the Defendant and resold. On the other hand, the request of the Defendant does not have any legal or documental support, and concerns an alleged commission that was never due.

131. Whereby the requisites for set-off are not fulfilled,

[law firm's addresses]

Tay R.



[Law firm's identification]

132. Such subject, since it was expressly challenged, would have to be discussed in arbitral judgment, under the terms of the jurisdiction pact contained on the agreement *sub judice*.

Lastly,

INVOICE NO. 2071907 MATTER

133. On paragraph 10 of the Opposition, the Defendant refers that this invoice is not due.
134. And claims, for that effect, the payment of a previous invoice (invoice no. 2060331, doc. 3 of the Opposition).
135. From a careful reading of documents 2 to 5 of the Opposition the alleged mistake in the sending of equipment is not clear, as well as its eventual return, and, mainly, not even that the payment of invoice no. 2071907, attached to the Opposition as doc. 2, was fully made.
136. Still, note that the Defendant paid invoice no. 2060331, issued on November 17th, 2011 on February 28th, 2012, after the issuance of invoice no. 2071907 of January 12th, 2012 (as contained in doc. 5 of the Opposition).
137. Also, note that it is not given any documental proof concerning a return bill or a copy of the consignment note that would be customary practices in this type of commercial relation.
138. Or even any other mean of communication confirming what is alleged by the Defendant.
139. The same can be said concerning the alleged knowledge of the plaintiff of that credit, under the terms of paragraph 17 of the Opposition, that does not have any support, neither document, nor factual.

[law firm's addresses]

707 d

[Law firm's identification]

140. Thus, even if there was any mistake made by the Plaintiff, which is not admitted, it would be necessary that the Defendant had returned the equipment, a fact that lacks demonstration.

141. Whereby the respective amount of € 13.125,00 corresponding to invoice no. 2071907 will always be due, amount added with the respective amount of interest.

**Terms under which:**

i) The exception of international lack of jurisdiction, due to alleged violation of the jurisdiction pact, must be totally dismissed, for clear lack of legal ground;

ii) The exception of compensation must be totally dismissed, for clear lack of legal ground;

iii) The Opposition shall be totally dismissed and, consequently, shall the Defendant be convicted, under the terms required on the injunction petition, to the payment of the amount of €691.663,75 euros, corresponding to the owed principal worth €644.192,42, increased by the interest due up until November 26th, 2012, worth €24.471,33, under the terms of the application petition, increased by the compensatory interest due and becoming due until the whole and effective payment.

Attached: Power of Attorney, subdelegation and 34 documents.

To be attached: 1 document.

It is hereby requested the recording of the trial hearing.

**Testimonial evidence:**

☐ Gary Smith, financial manager of Powerwave Europe, with professional domicile at Knarrarnasgatan, 7 8tr., Kista, Sweden. To be presented.

☐ Juan Algara Díaz, sales manager of Powerwave Technologies in the Iberian market, with professional domicile at C/Villaamil 17, 1stC, 28039 Madrid, Spain. To be presented.

[law firm's addresses]

Ty D

[Law firm's identification]

□ Julia Sudakova-Hogan, with professional domicile at 11773 Azure Drieve, Frankfort, Illinois 60423 USA.

□ Stacey Collovi, previously Accounts Receivable Manager of Powerwave Technologies, with professional domicile at 5001 Beach Boulevard, Apartment no. 117, Buena Park, California 90621 USA.

R.D.

The Lawyer

The Trainee Lawyer

[law firm's addresses]

107



Doc. N° 1

72

RESELLER AGREEMENT

by and between

POWERWAVE TECHNOLOGIES, INC.

and

NET PLAN – TELECOMUNICAÇÕES E ENERGIA, S.A.

C:\Users\mpassos\Desktop\Reseller Agreement EMEA rev 16-03-2010-NetPlan.doc

707

Powerwave Confidential

This Reseller Agreement is made and entered into by and between Powerwave Technologies, Inc., a company duly incorporated and organized under the laws of the state of Delaware and having its offices at 1801 East Saint Andrew Place, Santa Ana, California 92705 USA ("Powerwave"), and Net Plan - Telecomunicações e Energia, S.A., Registration Number 11293/20010525, a company duly incorporated and organized under the laws of Portugal and having its registered office at Centro Empresarial de Telheiras, Rua Hermano Neves, nº 22 - 2º A, 1600-477 Lisboa - Portugal ("Reseller").

Recitals

- A. WHEREAS, Powerwave is engaged in the development, manufacture and sale of telecommunication equipment, including, but not limited to, base station components, antennas, power amplifiers, repeaters and TMAs; and
- B. WHEREAS, Powerwave has agreed to appoint Reseller as its non-exclusive reseller in the Territory (as hereinafter defined) to resell certain Powerwave products, and Reseller has agreed to accept such appointment on the terms and conditions of the Agreement (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, Powerwave and Reseller agree as follows:

1. Definitions

- 1.1 Whenever used in this Agreement (which term is deemed to include the Appendices hereto) the following terms and expressions shall, to the extent the context does not require otherwise, have the following meaning:
  - 1.1.1 "Agreement" means this Reseller Agreement by and between Powerwave and Reseller as it may be amended from time to time in accordance with the terms set forth herein.
  - 1.1.2 "Customer" means the party who acquired or plans to acquire a Product from Reseller.
  - 1.1.3 "Product(s)" means the products described in Exhibit 1, which is attached hereto and incorporated herein by this reference, and such other products as the parties may agree to add to Exhibit 1 from time to time.
  - 1.1.4 "Territory" means the geographic area listed in Exhibit 1 in which Reseller is authorized to resell the Products.
  - 1.1.5 "Trademarks" means any and all current or future company names, product names, marks, logos, designs, trade dress and other designations or brands used by Powerwave in connection with its products and services.

2. Grant and Scope

- 2.1 Powerwave hereby appoints Reseller to act as a non-exclusive reseller of Powerwave for the resale of the Products in the Territory during the term of this Agreement, and Reseller accepts such appointment in accordance with the provisions of this Agreement. Powerwave reserves the right to increase or decrease the number of authorized resellers in the Territory at any time without notice to Reseller.
- 2.2 Reseller shall perform its obligations hereunder in accordance with all reasonable instructions that Powerwave may give Reseller from time to time. Reseller is free to set its own retail prices.
- 2.3 Reseller is not authorized to market or advertise the Products to Customers located outside of the Territory. Reseller shall refrain from actively seeking Customers for the Products outside the Territory and from establishing any branch or legal entity outside the Territory for the marketing and/or resale of the Products.

8  
F07

Powerwave Confidential

72

- 2.4 For so long as Reseller acts as Powerwave's Reseller in the Territory, Reseller shall neither directly nor indirectly manufacture, import, market or sell any products that compete with the Products.
- 2.5 Reseller represents and warrants to Powerwave that it has the necessary ability and experience to carry out the obligations assumed by it hereunder and that by virtue of entering into the Agreement it is not and will not be in breach of any agreement or any binding obligation to any third party.
- 2.6 All inquiries regarding the Products received by Reseller from Customers situated outside the Territory shall be forwarded to Powerwave, solely for information purposes.
3. Products
- 3.1 The Products are designed and manufactured in accordance with all applicable laws and regulations. If the Products at any time do not comply with laws and regulations applicable in the Territory, Reseller shall promptly inform Powerwave in writing. Such non-compliance shall not result in any liability whatsoever for Powerwave in favour of Reseller. Should Powerwave decide in its sole discretion that it cannot, for any reason, comply with the applicable laws and regulations of the Territory, then Powerwave shall inform Reseller thereof, and either party shall be entitled to terminate this Agreement upon sixty (60) days' prior written notice.
- 3.2 Powerwave reserves the right to withdraw one or more Products from the world market or the Territory. Any such decision shall be effective immediately upon communication of written notice to Reseller. Powerwave shall not incur any liability to Reseller based on any Product withdrawal, but in case of such withdrawal, either party shall be entitled to terminate this Agreement upon sixty (60) days' prior written notice.
4. Independent Contractors
- The relationship between Powerwave and Reseller established by this Agreement is that of vendor and purchaser and nothing in this Agreement shall be construed to make the Reseller a partner, joint venturer, officer, agent, or employee of Powerwave. In performance of this Agreement, Reseller shall at all times act as an Independent contractor. Reseller has no authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of Powerwave or to bind Powerwave in any manner whatsoever. Reseller acknowledges that: (i) it is responsible for its own taxes and expenses and maintaining its own books and records; (ii) it is responsible for providing benefits for its own employees; and (iii) in performing its obligations under this Agreement, Reseller will have control of and be responsible for establishing the method and means by which it performs its services under the Agreement.
5. Orders
- Reseller shall submit orders to Powerwave on written purchase orders that shall constitute binding commitments to accept and pay for the number and type of Products stated therein, in accordance with the terms and conditions hereof. Any terms or conditions contained in Reseller's orders other than the number and type of Products that Reseller is ordering shall not be binding unless accepted in writing by Powerwave. Any conflict between the terms and conditions of this Agreement and the terms and conditions of any order or other communication submitted by Reseller to Powerwave shall be resolved in favor of the terms and conditions of this Agreement. No order shall be binding on Powerwave unless accepted in writing by Powerwave. Acceptance shall occur only through Powerwave's written confirmation or shipment. Risk of loss or damage for the Products shall pass to Reseller upon release of the Products by Powerwave to the transport carriers or shippers transporting the Products. Reseller shall be responsible for freight, insurance, customs duties, taxes, tariffs and storage charges incurred in transit, unless otherwise provided by Powerwave.
6. Prices and Terms of Payment
- 6.1 Reseller shall purchase the Products at the prices set forth in Exhibit 1 or as otherwise mutually agreed between the Parties in writing. Powerwave shall have the right to change the prices from

701

7

Powerwave Confidential

time to time for any Products not yet the subject of an order submitted and accepted hereunder, on thirty (30) days' prior written notice. Price changes will not apply to Products for which Powerwave has received and accepted an order prior to the day the change is effective. All prices are based upon deliveries made FCA shipper's site (Incoterms 2000) unless otherwise specified by Powerwave.

- 6.2 All prices will be quoted and invoiced in either United States Dollars or Euros in which payment by Reseller is to be made.
- 6.3 The prices, fees and other charges of Powerwave do not include import licenses, customs duties, assessments, tariffs, value added tax, sales tax and similar taxes as well as any city, municipal, state or federal taxes or any withholding taxes, whether currently imposed or imposed in the future. If any such tax is found to be applicable, the appropriate amount of tax shall be invoiced to and paid by Reseller to Powerwave at the same time and on the same terms as applied to the payment due.
- 6.4 Unless otherwise agreed, Powerwave will render invoices to Reseller upon delivery of the Products ordered. Any amounts payable hereunder shall be paid within ninety (90) days from the date of invoice, and payment shall be made in accordance with the instructions stated on the invoice. Payment will not be considered effected until Powerwave receives in available funds the full amount due. All amounts paid to Powerwave by Reseller hereunder are nonrefundable and shall not be returned or repaid to Reseller upon termination of this Agreement or for any other cause. Product may not be returned to Powerwave except for warranty repair as provided in Clause 15.1 below.
- 6.5 If Reseller does not pay an invoice when it becomes due for payment, Powerwave reserves the right to stop delivery of Products to Reseller until the invoice has been duly paid. Powerwave agrees that this right shall not be executed without giving Reseller prior notice and a reasonable time period to settle the invoice.
- 6.6 Without prejudice to any of Powerwave's other rights, Reseller agrees to indemnify and hold Powerwave harmless from and against any and all loss, damage, expense or liability, including reasonable legal fees that arise or result from Reseller's failure to discharge its obligations under this Clause 6. In addition hereto, Powerwave may from the date on which Reseller was in default charge interest on unpaid amounts at an annual rate of eighteen percent (18%) or the maximum interest rate allowed under Swedish law, whichever is lower.
- 6.7 Reseller agrees to maintain good financial standing with Powerwave and agrees to provide Powerwave with such financial and credit information reasonably requested by Powerwave from time to time.
7. Sales Promotion
- 7.1 Reseller shall maintain an efficient sales organisation within the Territory for the Products and shall use its best efforts to promote the sale of the Products in the Territory. Reseller shall maintain at its cost and expense suitable demonstration facilities for the Products. Reseller shall insure that the Products marketed to Customers are appropriate for the Customer's requirements. It is Reseller's responsibility to assure Customer satisfaction with Products and Reseller's related activities.
- 7.2 Reseller shall use adequate marketing resources so as to achieve an optimal coverage for the Products in the Territory.
- 7.3 Powerwave shall supply Reseller with a reasonable number of all its relevant printed sales promotion materials to serve as a basis for the promotional materials produced by Reseller. Reseller may produce printed sales promotion materials for its marketing of the Products. Such materials must be approved in writing by Powerwave before being published or in any other way made available to Customers or any third party.
- 7.4 Reseller shall carry its own costs for the marketing and sale of the Products.



Powerwave Confidential

- 7.5 Reseller may not engage agents, value-added resellers or other third parties in the resale of the Products without the prior written consent of Powerwave and then only provided that Reseller causes the provisions of this Agreement to be complied with by such third parties. Reseller shall remain entirely responsible towards Powerwave for the fulfilment of the provisions of this Agreement by such third parties as well as for the activities of such third parties.
- 7.6 Powerwave shall be entitled to take part in Reseller's sales activities concerning the Products and in this connection, among other activities, be present at Customers' visits, fairs and policy meetings.
8. Sales Forecast
- Reseller shall provide to Powerwave on a monthly basis, a rolling three (3) month sales forecast in a format specified by Powerwave.
9. Maintenance and Service
- 9.1 Reseller shall use its best efforts to report to Powerwave promptly all suspected and actual problems with the Products. Powerwave will endeavor to keep Reseller apprised of known Product problems.
- 9.2 Reseller shall establish and maintain an efficient service organisation for the Products in the Territory.
- 9.3 Reseller shall perform all reasonably required end-user planning for the physical installation of the Products. Reseller shall provide installation and support services for all Products.
- 9.4 Reseller shall not make any representation or give any assurance that exceeds or differs from the scope of Powerwave's written limited warranty. Reseller agrees to indemnify Powerwave and to hold it harmless from and against any loss, damage, claims or demands whatsoever arising out of any express warranties or representations made by Reseller, its agents or employees which are not part of Powerwave's written warranty and approved specifications for the Products.
10. Records and Reports
- 10.1 Reseller shall keep Powerwave continuously informed about marketing conditions within the Territory such as development of the market for the Products in the Territory, competition, market shares, Reseller's sales promotion, sales made, prospective sales as well as other information reasonably requested by Powerwave. Reseller shall on an annual basis, in such manner as Powerwave may from time to time require, provide Powerwave with detailed marketing plans.
- 10.2 Reseller shall maintain a record for each Product sold to a Customer. The record shall include the name and address of the Customer, the date of the sale, the Product and the Product type.
- 10.3 Reseller shall provide Powerwave with monthly, quarterly and annual reports concerning its sales to Customers in a format specified by Powerwave as Powerwave shall reasonably require. Reseller shall be liable to Powerwave for the accuracy of any such reports and for any delays in providing such reports. Reseller specifically agrees to reimburse Powerwave in full to the extent that Powerwave incurs liquidated damages or penalties to a Customer based on Reseller's failure to provide accurate and/or timely reports.
11. Training
- 11.1 If agreed between the parties Powerwave may provide training in the use and installation of the Products for Reseller's personnel. Such agreement shall be either added as an exhibit to this Agreement or documented in a separate agreement.
- 11.2 Any additional training requested by Reseller may be provided by Powerwave upon written agreement in accordance with its standard scale of charges in force from time to time.

701

Powerwave Confidential

12. Trademarks and Other Intellectual Property Rights

- 12.1 Powerwave grants Reseller the limited permission to use the Powerwave mark solely to identify the Products acquired from Powerwave under this Agreement. Reseller must indicate that all Powerwave Trademarks are registered trademarks of Powerwave, and must comply with the then current Powerwave trademark and logo policies. Powerwave reserves the right to revoke or limit the use of the Trademarks at any time upon reasonable notice.
- 12.2 Except as stated above, Reseller is granted no right, title, license or interest in the Trademarks. Reseller acknowledges Powerwave's rights in the Trademarks and agrees that any and all use of the Trademarks by Reseller shall inure to the sole benefit of Powerwave. Reseller agrees that it shall take no action inconsistent with Powerwave's ownership of the Trademarks and agrees not to challenge Powerwave's rights in or attempt to register any of the Trademarks, or any other name or mark owned or used by Powerwave or any mark confusingly similar thereto. If at any time Reseller acquires any rights in, or any registration or application for, any of the Trademarks by operation of law or otherwise, it will immediately, upon request by Powerwave and at no expense to Powerwave, assign such rights, registrations, or applications to Powerwave, along with any and all associated goodwill.
- 12.3 Upon the expiration or termination of this Agreement Reseller shall not be entitled to use the Trademarks.
- 12.4 Reseller shall not register, or attempt to register, any Trademarks or any marks confusingly similar thereto in any jurisdiction.
- 12.5 Reseller shall ensure that the legal interests of Powerwave regarding its intellectual property rights are adequately protected in Reseller's Customer contracts.
- 12.6 Reseller shall promptly notify Powerwave of any use by any third party of Trademarks or any use by such third parties of similar marks which may constitute an infringement or passing off of the Trademarks. Powerwave reserves the right, in its sole discretion, to institute any proceedings against such third party infringers and Reseller shall refrain from doing so itself. Reseller agrees to cooperate fully with Powerwave in any action taken by Powerwave against such third parties, provided that all expenses of such action shall be borne by Powerwave and all damages which may be awarded or agreed upon in settlement of such action shall accrue to Powerwave.
13. Reseller's Responsibility
- Reseller shall take complete responsibility and liability, including claims from third parties, arising from Reseller's and/or its appointed third parties' activities or negligence under this Agreement and Reseller hereby undertakes to indemnify and to hold Powerwave harmless from any responsibility, liability and expense thereof.
14. Insurance
- Reseller will keep its business and properties insured at all times against such risks for which insurance is usually made by other persons engaged in a similar business similarly situated (including without limitation insurance for, commercial general liability, fire and other hazards and insurance against liability on account of damage to persons, or property and insurance under all applicable workman's compensation laws). Reseller shall add Powerwave as an additional named insured to such insurance policy and provide Powerwave with a certificate evidencing such coverage within thirty (30) days of the execution of this Agreement.
15. Limited Warranty, Disclaimer and Limitations.

Powerwave Confidential

- 15.1 Powerwave warrants that the Products are free from defects in material and workmanship and will perform in accordance with their published specifications for a period of one (1) year from the date of delivery. This warranty shall not apply to any defect that has been caused by a Customer and arises from mishandling, misuse, neglect or improper installation, testing or repair. Any Product which does not conform to the above warranty may be returned to Powerwave at its designated location for repairs during the warranty period for repair or replacement, at Powerwave's sole discretion. Before returning any Product, Reseller must obtain a return merchandise authorization ("RMA Number") from Powerwave. Reseller shall be responsible for all freight charges, duties and tariffs in returning Product on a DDU basis to Powerwave's designated repair facility. Powerwave will pay the freight charges in returning repaired or replacement Product on a DDU basis to Reseller's designated location. Powerwave's standard no fault found, out of warranty repair, and beyond economic repair charges will apply to any units returned for repair as applicable. Any additional or other warranty made by Reseller to its end-user Customers shall be the sole responsibility of Reseller and Reseller agrees to hold Powerwave harmless from and against any liability or obligation Powerwave may incur as a result of any such additional or other warranty. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.
- 15.2 The sole and exclusive remedy of Reseller, as well as its successors and assigns, for any defect or nonconformity in the Products shall be to obtain repair or replacement of the defective units that are returned to Powerwave during the warranty period, pursuant to the Incoterms specified above.
- 15.3 POWERWAVE DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE INSTALLATION, USE, OPERATION OR SUPPORT OF THE PRODUCTS EVEN IF POWERWAVE HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 15.4 Except for infringement of third party intellectual property or property damage caused by the negligent or intentional acts of Powerwave or its employees, Reseller specifically agrees that any liability for Products provided under this Agreement on the part of Powerwave, whether in contract, tort or other legal theory, shall not exceed the amount paid to Powerwave for the Products giving rise to the liability.
16. Intellectual Property Rights Indemnity
- 16.1 There may be patents, utility models, trademarks, trade names, design patterns, copyrights and other intellectual property rights relating to the products delivered to Reseller that belong to Powerwave. Reseller agrees to respect any such intellectual property rights and understands that the use of Products and any intellectual property rights pursuant to the Agreement does not include or cause the transfer of ownership thereof or give any proprietary or license rights, unless specifically agreed herein or in a separate written agreement, in any of them to Reseller. Reseller agrees to inform Powerwave as soon as it receives any knowledge of any intellectual property right belonging to or used by Powerwave being infringed or allegedly infringed.
- 16.2 Powerwave will defend or settle, at its own expense, but under its sole direction and contingent on Reseller's cooperation, any claim alleging that any Product in its unmodified form infringes any patent, trademark, copyright, or trade secret in the Territory. If any Product becomes the subject of such a claim, Powerwave reserves the right, at its option to: (1) modify or replace the affected parts so the Product becomes non-infringing, (2) obtain for Reseller the right to continue to use the Product or (3) if the foregoing cannot reasonably be accomplished, refund the fees paid for the infringing Product, less depreciation (based on a "straight-line" five-year depreciation formula applicable to the actual period of use). This section states the entire liability of Powerwave for any infringement involving the Products.
17. Confidential Information

707 12

Powerwave Confidential

- 17.1 Reseller acknowledges that it will receive confidential information and trade secrets (the "Confidential Information") from Powerwave in the course of performing this Agreement. The term Confidential Information shall include all information, data or knowledge (whether in oral, written, graphic, electronic, machine-readable or other form) related to Powerwave's business, operations, products, financial affairs, customers and vendors, including without limitation, technical data, research, concepts, ideas, designs, know-how, concepts, patent applications, forecasts, customer lists and contacts.
- 17.2 Reseller agrees to maintain the secrecy of Powerwave's Confidential Information. Confidential Information shall be used solely for the purposes set forth in this Agreement and be made known solely to employees on a need-to-know basis. Reseller shall ensure that the aforementioned employees are made aware of and on their own account adhere to these contractual obligations regarding the confidentiality of Confidential Information.
- 17.3 Confidential Information shall not include any information that is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the recipient party or is rightfully acquired by the recipient party from a third party who is not in breach of an agreement to keep such information confidential.
- 17.4 The foregoing obligations shall replace any previously agreed obligations regarding secrecy in respect of information relating to the Products and/or this Agreement and they shall survive the termination of this Agreement and remain valid for a period of five (5) years after such termination, unless such information shall be disclosed to the public or shall become public knowledge other than by breach of this obligation.
18. Force Majeure
- 18.1 Neither Powerwave nor Reseller shall be liable to the other for any delay or non-performance of its obligations under the Agreement in the event and to the extent that such delay or non-performance is due to an event of Force Majeure (as defined hereinafter).
- 18.2 Events of Force Majeure are events beyond the control of a party or any of its sub-contractors that occur after the date of Powerwave's order confirmation referred to above and which were not reasonably foreseeable at that time and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the party concerned. Events of Force Majeure shall include (without being limited to) war, civil unrest, strikes, lockouts and other general labour disputes, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy and materials.
- 18.3 A party directly affected by an event of Force Majeure shall lose the right to rely on the same, unless, promptly after the time when the party became or ought to have become aware of the occurrence of the event, that party gives the other party written notice thereof. When the event of Force Majeure has come to an end, the said other party shall be notified and also, if possible, be informed when any measure postponed by the event will be effected.
19. Term of the Agreement
- 19.1 This Agreement shall enter into force when duly signed by an authorized representative of Powerwave and Reseller and shall remain in force for a period of one (1) year.
- 19.2 This Agreement may be terminated by either party by providing the other party sixty (60) days' advance written notice. Upon expiration of the original term of this Agreement, it shall continue from year to year thereafter with the approval of both parties in writing subject to termination at any time as aforesaid with thirty (30) days' prior written notice.
- 19.3 Notwithstanding the foregoing provisions, this Agreement may be terminated

Powerwave Confidential

- (a) by either party immediately upon written notice if the other party should become insolvent or enters into negotiations on composition with its creditors or a petition in bankruptcy should be filed by it or it should make an assignment for the benefit of its creditors; or
- (b) by either party immediately upon written notice if the other party should fail to fulfill any of its obligations under this Agreement and such failure is not remedied within thirty (30) days from having received a request for such remedial action from the first party; or
- (c) by Powerwave upon thirty (30) days written notice if Reseller shall (or shall threaten to) sell, assign, part with or cease to carry on its business or that part of its business relating to the marketing and resale of the Products; or
- (d) by Powerwave immediately upon written notice if the control of Reseller shall be transferred to any person(s) other than the person(s) in control of Reseller at the effective date of this Agreement (but Powerwave shall only be entitled to terminate within the period of sixty (60) days after Powerwave shall have been notified in writing of the change in control); or
- (e) by Powerwave immediately upon written notice in the event that Reseller breaches its obligations to Powerwave under Section 27.1 of this Agreement.

20. No Compensation; No Right of Return

Reseller shall not because of the termination of this Agreement be entitled to any damage or other compensation whatsoever whether for loss of Customers or any other detriment. Reseller shall have no right to return any Products ordered or purchased from Powerwave except as set forth in the limited warranty provision above.

21. Effects of Termination

21.1 On the termination of this Agreement all rights and obligations of the parties hereunder shall automatically terminate except:

- (a) for such rights of action as shall have accrued prior to such termination and any obligation which expressly or by implication are intended to come into or continue in force on or after such termination; and
- (b) Reseller shall be entitled to sell any of its stocks of the Products which have been fully paid for and which are required to fulfill unperformed contracts of Reseller outstanding at the date of termination (and to the extent and for that purpose the provisions of this Agreement shall continue in effect).

21.2 Reseller shall at its own expense forthwith return to Powerwave or otherwise dispose of as Powerwave may instruct all technical and promotional materials and other documents and papers whatsoever sent to Reseller and relating to the Products or the business of Powerwave (other than correspondence between the parties) and all property of Powerwave being in each case in Reseller's possession or under its control.

21.3 All orders for undelivered Products shall be automatically cancelled.

21.4 All outstanding unpaid invoices in respect of the Products shall become immediately payable in place of the payment terms previously agreed between the parties.

21.5 Powerwave shall be entitled to repossess any of the Products that have not been paid for against cancellation of the relevant invoices (and so that Reseller hereby irrevocably permits Powerwave, its employees and agents to enter any of the premises of Reseller for such purpose).

21.6 Powerwave shall be entitled (but not obliged) to purchase all or any unsold Products in the possession or under the control of Reseller which have been paid for by Reseller (and which are not required to fulfill any unperformed contracts of Reseller outstanding at the date of termination) at the

707 E

Powerwave Confidential

price paid to Powerwave by Reseller for such Products, subject to Powerwave paying all necessary value added tax and other taxes, duties or levies, and paying the cost of arranging transport and insurance and to notifying Reseller in writing of its requirements with fourteen (14) days of the date of termination. Reseller shall give Powerwave necessary assistance and co-operation for the purpose of giving effect to the provisions of this Clause and of delivering the Products to Powerwave but, subject thereto, any Products which are not purchased by Powerwave within thirty (30) days of its notice may be sold by Reseller (Reseller using its best efforts to sell the same within three (3) months thereafter) in accordance with the terms of this Agreement (and to that extent and for that purpose such terms shall continue in effect).

22. No Revival

After the termination of this Agreement, the acceptance of orders from Reseller by Powerwave or the continuance of the sales by Reseller of the Products or the referring or inquiries to Reseller by Powerwave shall not be construed as a revival of this Agreement.

23. Assignment

23.1 Reseller will not assign or attempt to assign or otherwise transfer any right or obligation arising out of this Agreement without obtaining Powerwave's prior written consent.

23.2 Powerwave may assign any or all of its rights or obligations arising out of this Agreement to any third party by giving notice to Reseller.

24. Amendments

No amendments, changes, revisions or discharges of this Agreement, in whole or in part, shall have any force or effect unless set forth in writing and signed by the parties hereto.

25. Agreement

25.1 This Agreement (together with all attachments and exhibits hereto) constitutes the entire agreement between the parties and supersedes any and all prior proposals, representations, understandings, and all other agreements between the parties, whether written or oral, with respect to the subject matter hereof. Any purchase order, order acknowledgement, invoice or other document containing additional or different terms or conditions shall not have force or effect upon the terms and conditions of this Agreement and any party receiving such document shall not be deemed to have accepted said additional or different terms or conditions by its failure to object thereto.

25.2 In the event of a conflict between the various parts of this Agreement, the documents of this Agreement will, unless otherwise specified, prevail in the following order of precedence:

(a) The Numbered Clauses of this Agreement.

(b) The Appendices in numerical order.

26. Waiver

The failure of either party hereto to insist upon the strict adherence to any term of this Agreement on any occasion shall not be considered as a waiver of any right hereunder nor shall it deprive that party of the right to insist upon the strict adherence to that term or any other term of this Agreement at some other time.

27. Compliance with Law and Supplier Code of Conduct

27.1 Reseller agrees to comply with all applicable laws in respect of this Agreement and to indemnify and hold harmless Powerwave from and against all claims, damages, losses, expenses, fines and

701 A.



Powerwave Confidential

penalties incurred by, or asserted against, Powerwave which arise as a result of Reseller's violation or alleged violation of any such laws.

- 27.2 Reseller certifies and represents that, in connection with its activities with or for Powerwave, it:
- (a) will comply with the laws, rules and regulations of all applicable jurisdictions including, but not limited to, the Foreign Corrupt Practices Act ("FCPA") and other applicable anti-bribery laws including any applicable laws, regulations, and administrative requirements promulgated under the OECD Convention on Combating Bribery of Foreign Public Officials and that it will not otherwise take any actions that will cause Powerwave to violate those laws.
  - (b) will not, directly or indirectly, make or authorize any payments or gifts, or offers or promises of payments or gifts or things of value, directly or indirectly, to any official or employee of any U.S. or foreign national, state, or local government or any agency or instrumentality thereof; to any candidate for public office, to any political party, or any officer or employee thereof in violation of the FCPA, other applicable anti-bribery laws, or with Powerwave's FCPA Policy, which is attached hereto as Exhibit 2 and incorporated herein by this reference, and Powerwave's Supplier Code of Conduct, which is attached hereto as Exhibit 3 and incorporated herein by this reference.
- 27.3 Powerwave and Reseller shall comply with all applicable export control laws, including U.S. export laws and regulations, and each party agrees that, without obtaining the necessary license or approval from the United States government it will not (i) export or re-export, directly or indirectly, any Product or technical data or any direct product of that technical data (including Confidential Information) to any country for which the U.S. Government at the time of export, requires an export license or other governmental approval, or (ii) disclose any technical data (including Confidential Information) acquired from the other party to any national of any country for which the U.S. Government requires an export license or other governmental approval. Reseller will obtain Powerwave's prior written consent for any re-export or re-transfer of Powerwave's Products and technical data, as well as for any disclosure of such technical data to a national of any country for which the United States government or any agency thereof requires an export license or other governmental approval. Under no circumstances may Reseller export or re-export any Powerwave Products or technical data to countries, persons, or entities that are subject to U.S. economic sanctions or that are subject to restrictions under the U.S. Export Administration Regulations. Countries subject to broad economic sanctions currently include Cuba, Iran, North Korea, Sudan and Syria.
- 27.4 Terms of Sale or other specific agreement will denote the IMPORTER OF RECORD. The importer of record shall comply with all applicable import laws, rules and regulations of the United States and/or any other applicable countries. The importer of record is responsible for all customs duties and other customs-related fees. The importer of record is eligible for duty drawback rights to the Products.
- 27.5 Reseller shall comply with the latest version of the Powerwave's FCPA Policy and Supplier Code of Conduct, both of which shall be updated and made available to Reseller at the Internet web page set forth below: <http://www.powerwave.com/governance.asp>. Reseller shall recertify its compliance with Powerwave's FCPA Policy and Supplier Code of Conduct on an annual basis.
- 27.6 Reseller will fully cooperate in any investigation, including making employees available for interviews, in the event that Powerwave requests such cooperation.
- 27.7 With respect to Reseller's compliance with its obligations under this Agreement, at all times that this Agreement remains in effect and for a period of twenty-four months following any lapse or termination of this Agreement, Powerwave shall have the right to conduct an audit of Reseller's records that reasonably relate to such compliance. Such audit shall include the right to interview Reseller's employees, representatives, contractors, and agents with respect to such records.

TOT D

Powerwave Confidential

27.8 Any breach of the foregoing obligations shall constitute a material breach of this Agreement which may result in immediate termination of this Agreement by Powerwave.

28. Survival of Rights and Obligations

Rights and obligations under this Agreement, which by their nature would continue beyond the termination or ending in any other way of this Agreement shall survive the termination of this Agreement.

29. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with the substantive laws of the Kingdom of Sweden without regard to its principles of conflicts of laws or the United Nations Convention on the International Sale of Goods.

30. Disputes

Any and all disputes, controversies and claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Unless the parties agree otherwise, the arbitration proceedings shall be conducted in Stockholm, Sweden, in the English language. The arbitral tribunal shall be composed of one (1) arbitrator. Unless the disputing parties agree otherwise, the Arbitration Institute of the Stockholm Chamber of Commerce shall appoint the arbitral tribunal. The arbitration award shall be final and binding upon the parties. The foregoing shall not restrict Powerwave from going to court or to a competent authority in order to seek payment from Reseller of an amount which is undisputed and due for payment.

31. Notices

All notices, requests, demands and other communications required by this Agreement to be given by either party to the other party shall be forwarded by registered mail, telefax or hand delivery and shall be addressed as follows:

If to Powerwave, to:

Powerwave Technologies, Inc.  
1801 E. St. Andrew Place  
Santa Ana, California 92705 USA  
Telefax: +001 714 466 5801  
Attn: Chief Financial Officer

If to Reseller, to:

Net Plan – Telecomunicações e Energia, S.A.  
Centro Empresarial de Telheiras  
Rua Hermano Neves, nº 22, 2º A  
1600-477 Lisboa - Portugal  
Telefax: +351 21 752 12 50  
For the Attention of Administrator

or to such other address as either party may specify from time to time in writing to the other. Notices shall have been received or deemed received by the intended recipient on the date of registered delivery, sender's telefax confirmation of transmission or upon signed receipts for hand deliveries, as the case may be.

For B



Powerwave Confidential

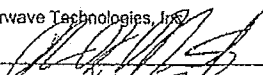
This Agreement has been executed in two identical counterparts, whereof the parties have taken one each. This Agreement enters into force and effectiveness on the date fully signed by both parties.

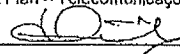
Place: Santa Ana, California USA

Place: Lisboa, Portugal

Powerwave Technologies, Inc.

Net Plan – Telecomunicações e Energia, S.A.

By:   
(print name) KEVIN T. MICHAELS


By:   
(print name) Rui Perelra da Silva

Title: CHIEF FINANCIAL OFFICER

Title: Administrator

Date: MAY 5, 2010

Date: 30.04.2010

TCF 

Powerwave Confidential

h

Exhibit 1

Product List

Territory

Reseller's Territory under this Agreement is defined as Portugal.

Product

Price

13

C:\Users\vpasos\Desktop\Reseller Agreement EMEA rev 16-03-2010-NelPlan.doc

107 18

Powerwave Confidential

1/2

Exhibit 2  
Powerwave Technologies, Inc.  
Foreign Corrupt Practice Act Policy

**1. Introduction.**

It has been and continues to be company policy to conduct operations in complete compliance with the letter and spirit of the Foreign Corrupt Practices Act ("FCPA.") The FCPA consists of two general parts. First, the FCPA prohibits international bribery, by making it a crime to make any corrupt payment to a foreign official in order to obtain or retain business or an advantage. Second, the FCPA regulates accounting practices, by requiring that appropriate books and records are established and maintained, and that an adequate system of internal accounting controls is maintained. The provisions below are designed to ensure that Powerwave and its employees comply with the FCPA. Each employee must follow and observe each of the provisions below. Failure to follow and observe the provisions below may result in termination or other disciplinary action, and may result in criminal charges.

The FCPA is broadly drafted and prohibits many acts that an employee may not think of as being "against the law." The consequences of failing to comply with the FCPA can be very damaging to Powerwave and its employees. Violations of the FCPA by a Company employee can result in large fines against the Company and can subject an employee to prosecution, criminal penalties and imprisonment. As a result, if you have any questions about this policy or its application to a particular circumstance or set of facts, you should notify your supervisor and Powerwave's legal department immediately.

**1.1 Payments to Foreign Officials**

You may not, directly or indirectly, make any payment, or give anything of value, to any foreign government official, employee of a government entity or organization, or any political party or candidate.

No Powerwave employee, or employee of any Powerwave subsidiary, shall make (or countenance) any payment or anything of value to any government official, including the employee of any government owned or controlled entity or any international organizations, any political party or party official, or any candidate for public office (all referred to as "Government Officials.") The FCPA prohibits such payments to Government Officials to secure, maintain, obtain or direct business. But because any payments to any foreign officials may be subject to strict scrutiny by the U.S. Department of Justice, including any payments that are *not* for the purpose of securing, maintaining, obtaining or directing business, no employee is permitted to make any payment to any Government Official unless and until it has been approved by the legal department and the Chief Financial Officer. Payments to attorneys, consultants, advisors, suppliers and customers of the Company also violate the FCPA if made while knowing that all or a portion of such payments will be offered, given or promised to a Government Official for any of the prohibited purposes stated above.

**1.2 Cash Payments**

You may not make payments in cash to any third party. You may not write any company checks payable to "cash" or "bearer."

To avoid even the appearance of impropriety, no payments to any third party shall be made in cash other than documented petty cash disbursements. No corporate checks shall be written to "cash," "bearer," or third party designees of the party entitled to payment. No payments shall be made outside the country of residence of the recipient without the prior written approval of the Chief Financial Officer.

**1.3 Consultants and Agents**

You may not hire or engage any consultant or agent in a foreign country, or for the purpose of facilitating business in a foreign country, without the prior approval of the legal department and the Chief Financial Officer.

707

Powerwave Confidential

The Company can be held responsible for the actions of consultants who make payments to Government Officials that are prohibited by the FCPA. In addition to obtaining prior approval from the legal department and the Chief Financial Officer, no Powerwave employee or employee of any Powerwave subsidiary, may retain such a consultant or agent until sufficient due diligence has been performed to reasonably ensure that the consultant or agent understands and will fully abide by the FCPA and this policy. Powerwave must have a written agreement with each of its consultants and agents in foreign countries (or consultants or agents used to facilitate business in a foreign country), and the agreement must contain specific representations and warranties and specifically bind the consultant or agent to comply with the FCPA as if it directly applied to him or her.

#### 1.4 Business Entertainment, Gifts, and Travel Expenses

You may not, directly or indirectly, pay for, or offer to pay for, entertainment, gifts or travel expenses of any Government Official, foreign or domestic.

Employees must exercise good judgment and moderation in entertaining and offering gratuities to customers. When widely accepted, customarily practiced, consistent with the customer policies, and permissible under local law, employees may entertain or make gifts of nominal value to employees of non-governmental customers or pay bona fide travel expenses directly related to the promotion or performance of Powerwave's services.

In the case of foreign or domestic Government Officials (from any level of government), no entertainment or gifts may be offered, or travel expenses paid, except that employees may entertain or make gifts of nominal value to Government Officials if they are not in the form of cash (cash payments may be considered to be "Facilitating Payments" and are discussed below), if they are permissible under local law, and if they are not made with any corrupt intent or intent to influence the recipient. Other than as provided above, if a situation arises where an employee feels that it is critical to make such a payment or offer of payment, the employee must obtain the prior approval of the legal department and the Chief Financial Officer.

#### 1.5 Facilitating Payments

You may not, directly or indirectly, make or offer to make any "Facilitating Payments" as defined below, without the prior approval of the legal department and the Chief Financial Officer.

"Facilitating payments" are small payments to a government official necessary to expedite or secure performance of a routine governmental action, such as obtaining official documents, processing governmental papers, or providing postal or utility services. Although discouraged, "Facilitating payments" may be made in countries other than the United States where such payments are recognized and open practices, but only with the prior written approval of the legal department and Chief Financial Officer. Facilitating payments never include payments made to assist in obtaining or retaining business, and any such payments are strictly prohibited.

#### 1.6 Political Contributions

You may not, directly or indirectly, on behalf of Powerwave or for any purpose related to Powerwave's business, make any political contributions in a foreign country without the prior written approval of the legal department and Chief Financial Officer.

In certain countries, political contributions are lawful and expected as a matter of good corporate citizenship. Under these circumstances, contributions may be appropriate if prudent in amount and otherwise consistent with the exercise of good judgment. As a matter of prudence, however, use of the funds or assets of Powerwave or any subsidiary, directly or indirectly, to make political contributions, directly or indirectly, must be approved in advance by the legal department and the Chief Financial Officer.

#### 1.7 Books and Records

15

C:\Users\jpasson\Desktop\Reseller Agreement EMEA rev 18-03-2010-NetPlan.doc

707 R

Powerwave Confidential

72

All employees must ensure, at all times, that the Powerwave books and records, and any other accounting or financial documents pertaining to Powerwave, accurately and fairly reflect all business transactions and dispositions of funds or assets.

Employees must help to ensure that corporate books and records (which include virtually all forms of business documentation) accurately and fairly reflect, in reasonable detail, all transactions and dispositions of funds or assets. No undisclosed or unrecorded fund or asset may be established or maintained for any purpose. No employee shall participate in falsifying any accounting or other business record, and all employees must respond fully and truthfully to any questions from the Company's internal or independent auditors.

1.8 Compliance

Failure to comply with any of the above provisions will be grounds for termination or other disciplinary action. Designated personnel will be asked to certify periodically that they have read the above provisions and have complied with them at all times. Any employee with questions about these provisions or information concerning possible violations should contact the legal department.

16

C:\Users\lpasosi\Desktop\Reseller Agreement EMEA rev 18-03-2010-NelPlan.doc

707 16

Powerwave Confidential

2

Exhibit 3  
Powerwave Technologies, Inc.  
Code of Conduct for Suppliers and Agents

17

C:\Users\passos\Desktop\Reseller Agreement EMEA rev 18-03-2010-NoPlan.doc

TCM 11

Powerwave Confidential

b

**1 PURPOSE AND OBJECTIVE**

The commitment to excellence is fundamental to the philosophy of Powerwave Technologies, Inc. This commitment isn't just about building innovative technology. It's also about who we are as a company, how we manage our business internally, and how we think about and work with suppliers, agents, and our customers. Not only do we endeavor to deliver the best products and services, we strive to conduct ourselves ethically and responsibly. Powerwave expects its suppliers, agents, sales representatives and resellers to respect fundamental human rights, to treat their workforce fairly and with respect and to follow all applicable laws, rules, regulations, and standards. In order to make our position clear to our suppliers, agents, sales representatives and resellers (collectively, "Suppliers") and any other affected parties, we have documented this Code of Conduct.

**2 SCOPE**

Powerwave expects that its Suppliers will share and embrace the letter and spirit of our commitment to integrity. We understand that Suppliers are independent entities; however, the business practices and actions of a Supplier may impact and/or reflect upon Powerwave. Because of this, Powerwave expects all Suppliers and their employees, and authorized subcontractors to adhere to the Powerwave Code of Conduct for Suppliers and Agents while they are conducting business (directly or indirectly) with and/or on behalf of Powerwave. All Powerwave Suppliers should educate their employees and authorized subcontractors to ensure they understand and comply with the Powerwave Code of Conduct for Suppliers and Agents.

**3 GENERAL CODE OF CONDUCT FOR SUPPLIERS AND AGENTS****3.1 OBLIGATION TO INFORM**

This document shall be displayed in such a way that anyone whose work contributes to our products and services is aware of the principles of this Code of Conduct. It is the responsibility of Suppliers to ensure that their employees and authorized subcontractors are informed about and comply with this code. Powerwave is prepared to clarify the content and associated requirements of this document upon request.

**3.2 LEGAL REQUIREMENTS**

All Powerwave Suppliers must, in all activities, obey national and regional statutory requirements in the countries in which they are operating. If any of the requirements stated in this document violate the law in any country or territory, the local law will always take precedence. In such case, a Supplier must immediately inform Powerwave. It is, however, important to understand that Powerwave requirements are not limited to the requirements of national laws.

**3.3 EMPLOYMENT PRACTICES****3.3.1 BASIC HUMAN RIGHTS**

Anyone who works directly or indirectly for Powerwave is entitled to his or her basic human rights.

Powerwave does not accept the use of bonded workers, forced labor, prisoners or illegal workers. If foreign workers are employed on a contract basis, they should never be required to remain in employment against their will.

Powerwave does not accept that workers are subject to corporal punishment, mental or physical disciplinary action, or harassment. Dismissal of female workers due to pregnancy is not acceptable. Powerwave recommends that all workers are free to peacefully and lawfully join associations of their own choosing and have the right to bargain collectively.

No worker should be discriminated against because of age, race, gender, religion, sexual orientation, marital or maternity status, political opinion or ethnic background.

**3.3.2 WAGES AND WORKING HOURS**

All workers should know the basic terms and conditions of their employment.

18

C:\Users\mpassos\Desktop\Reseller Agreement EMEA rev 18-03-2010-NelPlan.doc

Tol A

Powerwave Confidential

Legislated minimum wages should be a minimum, rather than a recommended level. Wages should be paid regularly and on time. A normal workweek must not exceed the legal hourly limit, and all overtime work should be properly compensated.

Workers should be granted stipulated annual leave, sick leave and maternity/paternity leave without any form of repercussion.

**3.3.3 SAFETY****3.3.3.1 BUILDING AND FIRE SAFETY**

Powerwave requires that worker safety is always a priority concern. Buildings must have clearly marked exits and emergency doors should be visible. All workers shall be informed of the safety arrangements. An evacuation plan should be displayed on every floor of a building and the fire alarm should be tested regularly. Regular evacuation drills are recommended.

**3.3.3.2 FIRST AID**

First aid equipment must be available in a building, and at least one person in each department should be trained in a basic first aid. It is recommended that a doctor or nurse is available on short notice in the event of an accident on the premises. The employer should cover the costs (not covered by social security) of medical care for injuries incurred on their premises.

**3.3.4 WORKPLACE CONDITIONS**

It is important for all workers' well being that chemicals are handled in a safe and correct way. All chemicals shall be marked and labeled in the correct way. Training and instructions for handling chemicals must be performed, and workers must have adequate body protection.

The temperature and noise level of the work environment should be tolerable. Ventilation should be adequate. Lighting should be sufficient for the work performed.

The workplace should have an adequate number of clean sanitary facilities, which are preferably separated for men and women. Workers should have access to these facilities without unreasonable restrictions.

**3.3.5 HOUSING CONDITIONS**

Where staff's housing facilities are provided, we require that workers' safety is a priority concern. The recommended safety and workplace concerns described above are applicable to these housing facilities. All workers should be provided with their own individual bed, and the living space per worker must meet the minimum legal requirement.

Dormitories, toilets and showers should be separated for men and women. There should be no restriction on workers' rights to leave the dormitory during off-hours.

Fire alarms, fire extinguishers, unobstructed emergency exits, and evacuation drills are of particular importance in dormitory areas.

**3.3.6 CHILD LABOR****3.3.6.1 DEFINITION OF CHILD**

A child in this context is a person younger than 15 years of age or 14 years of age in accordance with the exceptions for developing countries as set out in Article 2.4 in the ILO Convention No. 138 on Minimum Age.

**3.3.6.2 CHILD LABOR CODE**

Powerwave bases its child labor code on the UN Convention on the Rights of the Child, Article 32.1.

TC1 15.



Powerwave Confidential

Powerwave "recognize[s] the right of the child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education or to be harmful to the child's health or physical, mental, spiritual, moral or social development."

**3.3.6.3 IMPLEMENTATION OF OUR CHILD LABOR CODE**

Powerwave does not accept child labor. Powerwave acknowledges that it exists and realizes that it cannot be eradicated by simply setting up rules or inspections, but by actively contributing to the improvement of children's social situations. Thus, Powerwave endeavors to improve the situation for any child affected by our ban on child labor. Powerwave will request that the employer acts in accordance with the overall best interests of the child. A satisfactory solution is whatever improves an individual child's overall situation. The employer should cover the costs for this.

**3.3.6.4 ENFORCEMENT OF OUR CHILD LABOR CODE**

Powerwave will discontinue cooperation with any party that persists in non-compliance with our child labor code.

**3.3.6.5 APPRENTICESHIP PROGRAMS**

Powerwave accepts apprenticeship programs for children between the ages of 12 and 15 years in countries where the law permits such programs, but only under certain conditions. The total numbers of hours spent on light work and school together should never exceed seven hours per day. The employer must be able to prove that work is not interfering with the child's education, that apprenticeship is limited to a few hours per day, that the work is light and clearly aimed at training, and that the child is properly compensated. Powerwave will not accept apprenticeship programs that do not comply with these terms.

**3.3.6.6 SPECIAL RECOMMENDATIONS**

Powerwave acknowledges that according to Article 1 of the UN Convention on the Rights of the Child, a person is a child until the age of 18. Powerwave, therefore, recommends that children in the age group 15-18 years be treated accordingly, i.e., by limiting the total number of working hours per day and implementing appropriate rules for overtime. Children in this age group are not allowed to perform hazardous work.

**3.3.7 DRUG-FREE WORKPLACE**

We prohibit the use, possession, distribution, and/or sale of illegal drugs by Suppliers while on Powerwave owned or leased property or while conducting business with and/or on behalf of Powerwave.

**3.4 LEGAL AND REGULATORY COMPLIANCE PRACTICES****3.4.1 ENVIRONMENTAL ISSUES**

The environment is of increasing concern globally, and Powerwave expects its Suppliers to comply with applicable environmental laws and regulations.

**3.4.2 ANTI-CORRUPTION LAWS**

All Suppliers must comply with the anti-corruption laws of the countries in which they do business, including the United States Foreign Corrupt Practices Act, and not make any direct or indirect payments or promises of payments to foreign government officials for the purpose of inducing the individual to misuse his or her position to obtain or retain business.

Powerwave Confidential

R

**3.4.3 EXPORT REQUIREMENTS**

All Suppliers must comply with all applicable trade control and applicable laws as well as all export, re-export and import requirements. Several United States laws restrict trade with certain countries and with persons and entities from those countries. Powerwave operations worldwide must comply with United States export restrictions. Suppliers who are uncertain of the legal trade status of any country or technology for export should contact the appropriate Powerwave representative.

**3.4.4 ANTITRUST/FAIR COMPETITION**

All Suppliers must conduct business in full compliance with antitrust and fair competition laws that govern the jurisdictions in which they operate.

**3.4.6 ANTI-BOYCOTT**

Suppliers must not cooperate with foreign boycotts that are not approved by the United States government. Any request for information or action that seems to be related to a foreign boycott, or other illegal boycott, should be immediately forwarded to the appropriate Powerwave representative.

**3.5 BUSINESS PRACTICES****3.5.1 ACCURATE ACCOUNTS AND RECORD KEEPING**

Suppliers should honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy. Business records should be created, retained and disposed of in full compliance with all applicable legal and regulatory requirements.

**3.5.2 CONFLICTS OF INTEREST**

Suppliers must act in the best interests of Powerwave, its customers and other business partners, and avoid improper influence, or even the reasonable appearance of improper influence. Suppliers are naturally involved in business relationships with companies in addition to Powerwave. These relationships must not reasonably appear to compromise your responsibilities or ability to make sound, impartial, and objective business decisions in connection with your engagement with Powerwave. Any situation that creates or could reasonably appear to create a conflict of interest should be avoided and disclosed to the appropriate Powerwave representative.

**3.6 MONITORING AND ENFORCEMENT****3.6.1 THE PRINCIPLE OF TRUST AND COOPERATION**

Powerwave expects all of its Suppliers and their authorized subcontractors to respect this Code of Conduct and to actively do their utmost to achieve its standards. Powerwave will cooperate with our Suppliers to achieve adequate solutions. Powerwave is also prepared to take cultural differences and other relevant factors into consideration, but Powerwave will not compromise on the fundamental requirements described in this document.

**3.6.2 MONITORING**

All Suppliers are obliged to keep Powerwave informed about where each order is produced. Powerwave reserves the right to make unannounced visits to sites where people work directly or indirectly for Powerwave. Powerwave also reserves the right to let an independent party conduct an inspection.

TCT B.



Doc. N° 3

INVOICE		INVOICE NO. 2071552		DATE 27-DEC-2011		Page 1 of 1	
SALES ORDER NO 21021454		RELEASE NO.					
PO NUMBER: 2812011							

Bill To:		Ship To:	
NET PLAN TELECOMUNICACOES LDA.		TEGATEL SA	
CENTRO EMPRESARIAL DE TELHEIRAS		ZONA INDUSTRIAL DA BARCA	
RUA HERMANO NEVES, 22-2A		LOTE 22, PARCADO 85	
LISBON 1600-177		CORRUICHE 2104-909	
Portugal		Portugal	

CUSTOMER NO.	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	80 DAYS IN ADVANCE	28-MAR-12	CIP-OS	INL817180/24801	PT505407140	CEVA-OCEANO-OSAN	PREPAY	EUR
ORDERED BY				CUSTOMER REFERENCE		ADDITIONAL INFORMATION		SITE CODE
Nuno Pinheiro, +351 217 521 250				2812011		Intra Community Supply		
Line	PO Line	Item	Order Qty	UDM	Shipped Qty	Unit Price	Extended Amount	
1	TNN	P85-16-XOHV2-N TB3GS 2.6m ALXT-790-560/1710-21702500-2690MHZ	9	Each	9	1,193.18	10,738.62	
Comments:								
PALLET SIZES								
No. of Cartons :3								
No. of Pallets :3								
Pallet Dimensions: 285X100X151-2285X49X29.5-1								
Gross Weight: 349.5 KG								

Please remit local German Domestic EUR Payments to:		Item Total		10,738.62	
Beneficiary: Powerwave Technologies, Inc.		Freight		.00	
IBAN: DE27500210001910175044 SWIFT: INGBDE33		Vat		.00	
Bank: ING Bank Deutschland AG		Total		EUR 10,738.62	
Hahndorfstrasse 40, 60528 Frankfurt am Main, Germany					

For Inquiries regarding this invoice please call Tel: +49(0)540 4222 00  
 Ernst & Young VAT Rep. BV, A. Vriedlandstr. 150, Amsterdam, act as our general VAT representative under VAT ID number 0030.25.253.3.01

TOT 15.

Doc. N: 4

**Powerwave<sup>®</sup>**  
technologies

Powerwave Technologies, Inc.  
1801 E. Salt Lake Parkway  
Santa Ana, CA 92705  
United States  
www.powerwave.com

**INVOICE**

INVOICE NO. 2071553	DATE 27-DEC-2011	Page 1 of 1
SALES ORDER NO. 21021888		
PO NUMBER: 2982011	RELEASE NO.	

Bill To:  
NET PLAN TELECOMUNICACOES LDA  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES, 22-2A  
JUSCON 1600-177  
Portugal

Ship To:  
TEGSEL SA  
ZONA INDUSTRIAL DA BARCA  
LOTE 22-A-PORTADO 85  
CORRUCHO 2104-503  
Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 Days Net	26-MAR-12	CIP-CS	INL81730924801	PT505407140	CEVA-OCEAN-OCEAN	Prepay	EUR
ORDERED BY				ADDITIONAL INFORMATION		SITE CODE		
Nuno Passos, + 351 217 521 250				298/2011				
Item				Order Qty		UOM	Shipped Qty	Unit Price
Line PO Line								Extended Amount

1 P65-18-XDHV2-N T8865 2.6m ALX7-790-9501710-21702500-2690MHz  
Shipment #2 Delivery # 1895049 Waybill# SHARTM057145

## Comments:

PALLET SIZES

No. of Cartons : 1

No. of Pallets : 1

Pallet Dimensions: 285X100X161-1

Gross Weight: 278 KG

Please remit EUR Vire Transfer Payments to:

Beneficiary: Powerwave Technologies, Inc.

IBAN: DE750010049017504

BIC: BFSW33HAN

Hallestrasse 48, 60528 Frankfurt am Main, Germany

Please remit local German Domestic EUR Payments to:

Beneficiary: Powerwave Technologies, Inc.

Account No. 491015544

Bank: ING Bank Deutschland AG

Hallestrasse 48, 60528 Frankfurt am Main, Germany

For inquiries regarding this invoice, please call Tel. +46 (0) 422 00

Email: Young VAT Rep BV, A. Vindstien 150, Amsterdam, and as our general VAT representative under VAT ID number 0930.25.203.8.01

Item Total		8,392.00
Freight		.00
Vat		.00
Total	EUR	8,392.00

TCT



Powerwave Technologies, Inc.  
1401 E. Santa Ana Avenue  
Santa Ana, CA 92705  
United States  
www.powerwave.com

## INVOICE

INVOICE NO: 2071554	DATE: 27-DEC-2011	Page 1 of 1
SALES ORDER NO: 21021688	RELEASE NO.	
PO NUMBER: 2982011		

Bill To:  
NET PLAN TELECOMUNICACOES LDA  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES, 222A  
LISBON 1600-177  
Portugal

Ship To:  
TEGAEI SA  
ZONA INDUSTRIAL DA BARGA  
LOTE 22-APARTADO 85  
CORUCHE 2104-909  
Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	30 DAYS NET	26-MAR-12	CIP-CS	NL87180424801	PT503407100	CEVA-OCEAN-OCEAN	POBBY	EUR
ORDERED BY				CUSTOMER REFERENCE		ADDITIONAL INFORMATION		
Nuno Passos, +351 217 321 250				2982011		Intra Community Supply		
Line	PO Line	Item	Order Qty	UOM	Shipped Qty	Unit Price	Extended Amount	

12,588.00

12

12 Each

P65-10-XOHVZ-N TBBIS 2.5m ALX1750-950/1710-2170/2500-2680MHz  
Shipment #3 Delivery # 1896578 Waybill# SHARTM057145

## Comments:

PALLET SIZES  
No. of Carbons : 2  
No. of Pallets : 2  
Pallet Dimensions: 225X100X161-2  
Gross Weight: 492 KG

Please remit EUR Wire Transfer Payments to: Banco de Portugal, Portugal IBAN: DE2750021030010172044 SWIFT: INGBDE33 Bank ING Bank Deutschland AG Hohenzollernstr. 49, 60528 Frankfurt am Main, Germany		Please remit local German Domestic EUR Payments to: Banco de Portugal, Portugal IBAN: DE2750021030010172044 Bank Code (BLZ) 50021000 Bank ING Bank Deutschland AG Hohenzollernstr. 49, 60528 Frankfurt am Main, Germany		Item Total	12,588.00
				Freight	.00
				Vat	.00
				Total	EUR 12,588.00

For Inquiries regarding this invoice please call Tel: +49(0)540 932 00  
Ernst & Young VAT Rep BV, A.Vriedelsteil 150, Amsterdam, Netherlands or our general VAT representative under VAT ID number 003025202.9.01

Doc N's

107

**Powerwave<sup>®</sup>**  
technologies

Powerwave Technologies, Inc.  
1801 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
www.powerwave.com

**INVOICE**

INVOICE NO. 2071768	DATE 27-DEC-2011	Page 1 of 1
SALES ORDER NO. 21021698		
PO NUMBER 2982011	RELEASE NO.	

Ship To:  
TEGAEL SA  
ZONA INDUSTRIAL DA BARCA  
LOTE 22-APARTADO 85  
CORUJOE 2104-909  
Portugal

Bill To:  
NET PLAN TELECOMUNICACOES LDA.  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES, 22-2A  
LISBON 1600-177  
Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	80 Days Net	28-MAR-12	CIP-CS	INL81780424801	PT80540740	CEVA-OCEAN-OCEAN	Proddy	EUR
	ORDERED BY		CUSTOMER REFERENCE			ADDITIONAL INFORMATION		SITE CODE
	Nuno Passos, +351 217 521 250		2982011			Intra Community Supply		

Line	PO Line	Item	Order Qty	UOM	Shipped Qty	Unit Price	Extended Amount
1			12	Each	12	1,049.00	12,588.00

P65-18-XD-HWZ-N TB865 2.6m ALX-750-960/1710-2170/2500-2650MHz  
Shipment #4 Delivery # 1896558 Weyhill@ SHARTM087145

Comments:  
PALLET SIZES  
No. of Cartons : 2  
No. of Pallets : 2  
Pallet Dimensions: 285X100X161-2  
Gross Weight: 453 KG

Please remit EUR Wire Transfer Payments to: Beneficiary: Powerwave Technologies, Inc. Account Number: 0001071550 IBAN: DE23000100000107155044 SWIFT: NCGO3333 Bank: ING Bank Deutschland AG Hainstrasse 49, 60328 Frankfurt am Main, Germany		Item Total	12,588.00
Please remit local German Domestic EUR Payments to: Beneficiary: Powerwave Technologies, Inc. Account Number: 0001071550 IBAN: DE23000100000107155044 SWIFT: NCGO3333 Bank: ING Bank Deutschland AG Hainstrasse 49, 60328 Frankfurt am Main, Germany		Freight	.00
		Vat	.00
For inquiries regarding this invoice please call Tel +46(0)810 822 00 Email & Young VAT Rep BV, A. Vredendijk 150, Amsterdam, see as our general VAT representative under VAT ID number 0030.23.203.B.01		Total	EUR 12,588.00

Doc. N° 6

707 18





Doc. N° 8

INVOICE NO.2070831	DATE 14-DEC-2011	Page 1 of 2
SALES ORDER NO 21021883		
PO NUMBER. 31172011	RELEASE NO.	

**Bill To:**  
 NET PLAN TELECOMUNICACOES LDA  
 RUA HERMANO NEVES, 22-2A  
 CENTRO EMPRESARIAL DE TELHEIRA  
 (SBOA 1600-477  
 Portugal

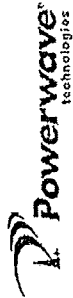
**Ship To:**  
 DHL Exel Supply Chain  
 Avenida P1K  
 Corp 3 - Francisco 5  
 Quinta da Verdêlha  
 ALVERCA 2619-501  
 Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 Days Net	13-MAR-12	DDPCS	NLB1718U4ZAB01	PT605007140	MMWL GROUND-STANDARD	Prepay	EUR
ORDERED BY				CUSTOMER REFERENCE	ADDITIONAL INFORMATION			
Nuno Passos, + 351 217 521 250				31/12/2011	Intra Community Supply			
Line	PO Line	Item	Order Qty		UOM	Shipped Qty	Unit Price	Extended Amount

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

[illegible]

Comments: PALLET SIZES No. of Cartons :1 No. of Pallets :1 Pallet Dimensions:110X90X160-1 Gross Weight:235 KG		Please send EUR Vmo Transfer Payments to: Beneficiary: Pavevayno Technologies, Inc.	Please send Local Gamma Danstac EUR Payments to: Beneficiary: Pavevayno Technologies, Inc.	9,741.00
--	--	--	---	----------



Powerwave Technologies, Inc.  
1801 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
www.powerwave.com

# INVOICE

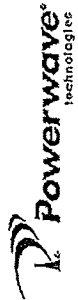
INVOICE NO. 2070831	DATE 14-DEC-2011	Page 2 of 2
SALES ORDER NO 21021883	RELEASE NO.	
PO NUMBER 3112011		

Ship To:  
NET PLAN TELECOMUNICACOES LDA  
RUA HERMANO NEVES, 22-2A  
CENTRO EMPRESARIAL DE TELHEIRA  
LISBOA 1600-477  
Portugal

Ship To:  
DHL Exel Supply Chain  
Avenida Park  
Corp B - Francisco S  
Quinta do Verdeiro  
ALVERCA 2619-501  
Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 DAYS NET	13-MAR-12	DDP-CS	NL817180424B01	PT50507140	MMWL-GROUND-STANDARD	Prepay	EUR
	ORDERED BY		CUSTOMER REFERENCE			ADDITIONAL INFORMATION		SITE CODE
Nuno Passos, +351 217 521 250		311/2011			Infra Community Supply			
Line PO Line	Item				Order Qty	UOM	Shipped Qty	Unit Price
								Extended Amount
19ARK DE275021000910173644	SWIFT: INGBDEFF							.00
Bank ING Bank Deutschland AG								.00
Hahndstrasse 48, 60528 Frankfurt am Main, Germany								
Account No. 491017844	Bank Code (BLZ) 50021100							
Hahndstrasse 49, 60528 Frankfurt am Main, Germany								
For Invoices regarding this invoice please call Tel +49(0)540 822 00								
Email & Young VAT Rep BV, A. Vindstijnsstraat 150, Amsterdam, acts as our general VAT representative under VAT ID number 003025293.B.01								
								EUR 9,741.00

701 A



Powerwave Technologies, Inc.  
1801 E. Siskiyou Parkway  
Santa Ana, CA 92705  
United States  
www.powerwave.com

## INVOICE

INVOICE NO. 2071907	DATE 12-JAN-2012	Page 1 of 1
SALES ORDER NO. 21021688		
PO NUMBER: 2882011	RELEASE NO.	

Ship To:  
TEGAEL SA  
ZONA INDUSTRIAL DA BARCA  
LOTE 22-APARTADO 85  
CORLICHE 2104-909  
LISBON 1800-177  
Portugal

CUSTOMER NO.	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 DAYS IN ADVANCE	11-APR-12	DDP	NL817180424601	PT50507140	MMWL-GROUND-STANDARD	Prepay	EUR
ORDERED BY				ADDITIONAL INFORMATION				
Nuno Passos + 351 217 321 230				Site CODE				
Line PO Line Item				Order Qty UOM Shipped Qty Unit Price Extended Amount				

1 0212-40 RET PARA ANTENA DE BANDA SIMPLES 10-30VDC, ALSO v2, 8212-40  
Shipment #1 Delivery # 1839414 Waybill# 004871155100503210

## Comments:

PALLET SIZES  
No. of Cartons :2  
No. of Pallets :2  
Pallet Dimensions: 125X87X100-2  
Gross Weight: 10 KG

Please mail EUR Wire Transfer Payments to: Brendley: Powerwave Technologies, Inc. IBAN: DE27 021000410175844 SWIFT: INGEDEFF Bank: IIG Bank Deutschland AG Hohelstraße 46, 69520 Frankfurt am Main, Germany		Please send local German Domestic EUR Payments to: Brendley: Powerwave Technologies, Inc. Account No. 4910175844 Bank Code: (BLZ) 52021000 Bank: IIG Bank Deutschland AG Hohelstraße 46, 69520 Frankfurt am Main, Germany	
Item Total		13,125.00	
Freight		.00	
Vat		.00	
Total		EUR 13,125.00	

For inquiries regarding this invoice please call Tel +46(0)50 822 00  
Ernst & Young VAT Rep BV, A/Vvaldstraat 150, Amsterdam, acts as our general VAT representative under VAT ID number 0000.25.283.8.01

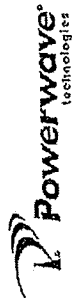
Doc. N° 9

701

Doc N° 10

INVOICE NO. 2072145	DATE 16-JAN-2012	Page 1 of 1
SALES ORDER NO 21021689	RELEASE NO.	
PO NUMBER 23812011		

# INVOICE



Powerwave Technologies, Inc.  
1801 E. Serrano Avenue  
Santa Ana, CA 92705  
United States  
www.powerwave.com

Ship To:  
NET PLAN TELECOMUNICACOES LDA  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES, 222A  
LISSON 1500-177  
Portugal

CUSTOMER NO.	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	190 DAYS NET	15-APR-12	CIP-CS	NL817180424B01	PT505107140	CEVA-OCEAN-OCEAN	Prebay	EUR
ORDERED BY				CUSTOMER REFERENCE		ADDITIONAL INFORMATION		
Nuno Passos, +351 217 521 250				23812011		Infra Community Supply		
Line	PO Line	Item	Order Qty	UOM	Shipped Qty	Unit Price	Extended Amount	

1 P85-18-XDHV2-N T8865 2.6m ALXT-78A-S601710-21702500-2690MHz 6 Each 1,049.00 6,294.00

Shipment #5 Delivery # 1893087 Waybill SHARTN059139

## Comments:

PALLET SIZES  
No. of Cartons :2  
No. of Pallets :2  
Pallet Dimensions:285X100X161-1285X100X72.5-1  
Gross Weight:244 KG

<p>For a full EUR VATA Transfer Payments to: Beneficiary: Powerwave Technologies, Inc. IBAN: DE2710021000091017544 SWIFT: INGBDE33 Bank: ING Bank Deutschland AG Hahndorfsstr 49, 60528 Frankfurt am Main, Germany</p>	<p>Please remit local German Deutsche EUR Payments to: Beneficiary: Powerwave Technologies, Inc. IBAN: DE2710021000091017544 Bank Code: (BLZ) 50021000 Bank: ING Bank Deutschland AG Hahndorfsstr 49, 60528 Frankfurt am Main, Germany</p>
<p>For inquiries regarding this invoice please call Tel +46(0)840 822 00 Email &amp; Young VAT Rep BV, A.Vindictelsteil 150, Amsterdam, acts as our general VAT representative under VAT ID number 0050.25.263.0.0.1</p>	<p>Item Total 6,294.00 Freight .00 Vat .00 Total EUR 6,294.00</p>

107 18.

Doc. N: A1

INVOICE NO. 2072145		DATE 16-JAN-2012		Page 1 of 1	
SALES ORDER NO 21021688		RELEASE NO.			
PO NUMBER 2382011					

<b>Powerwave</b> technologies Powerwave Technologies, Inc. 1801 E Saint Andrew Place Santa Ana, CA 92705 United States www.powerwave.com	<b>INVOICE</b>  Bill To: NET PLAN TELECOMUNICACOES LDA CENTRO EMPRESARIAL DE TELHEIRAS RUA HERMANO NEVES, 22-2A LISBON 1600-177 Portugal	Ship To: TEGMEL SA ZONA INDUSTRIAL DA BARCA LOTE 22-3-1 PARTADO 85 CORUCHAR 2104-905 Portugal
--	---	--

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 DAYS Net	15-APR-12	CIP-CS	NL817100424B01	PT508407140	CEVA-OCEAN-OCEAN	PREPAID	EUR
ORDERED BY				CUSTOMER REFERENCE		ADDITIONAL INFORMATION		SITE CODE
Nuno Passos, +351 217 621 250				238/2011		Intra Community Supply		
Line	PO Line	Item	Order Qty UOM Shipped Qty Unit Price Extended Amount					

1 P65-16-XDHV2-N T8865 2.6m ALXT-790-960/1710-2170/2500-2690MHz  
 Shipment #5 Delivery # 1859729 Waybill# SHAR1M089139

Comments:  
 PALLET SIZES  
 No. of Cartons :2  
 No. of Pallets :2  
 Pallet Dimensions:295X100X161-2  
 Gross Weight:690.5 KG

Please remit EUR Visto Transfer Payments to:  
 Beneficiary: Powerwave Technologies, Inc.  
 Bank: ING Bank Deutschland AG  
 IBAN: DE57 5002 1000 0001 075844 SWIFT: INGBDE33  
 Hahndorfstrasse 43, 01028 Frankfurt am Main, Germany

Please remit Local German Domestic EUR Payments to:  
 Beneficiary: Powerwave Technologies, Inc.  
 Bank: ING Bank Deutschland AG  
 IBAN: DE57 5002 1000 0001 075844 SWIFT: INGBDE33  
 Hahndorfstrasse 43, 01028 Frankfurt am Main, Germany

For Inquiries regarding this invoice please call Tel: +44(0)9540 822 00  
 Ernst & Young VAT Rep BV, A.Vivadebusnat 130, Amsterdam, acts as our general VAT representative under VAT ID number 6030.35.263.B.01

Doc. N: 112

INVOICE NO. 2073775	DATE 15-FEB-2012	Page 1 of 1
SALES ORDER NO 21022528		
PO NUMBER 152012	RELEASE NO.	

Ship To:  
NET PLAN TELECOMUNICACOES LDA  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES, 22-2A  
LISBOA 1600-177  
Portugal

Ship To:  
DHL EXEL SUPPLY CHAIN  
ALVERCA PARK - CORPO B  
FRACAO 5 QUINTA DA VERDELHA  
ALVERCA 2616-501  
Portugal

# INVOICE

**Powerwave**  
technologies

Powerwave Technologies, Inc.  
1801 E. Sixth Avenue  
Santa Ana, CA 92705  
United States  
www.powerwave.com

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 DAYS IN ADVANCE	15-MAY-12	DDP	1L817180424801	PTS05407140	MMWL-GROUND-STANDARD	Prepay	EUR
ORDERED BY				ADDITIONAL INFORMATION				
15/2012				SITE CODE				
Nuno Passos + 351 217 821 250				Intra Community Supply				
Line PO Line				Order Qty UOM Shipped Qty Unit Price Extended Amount				

1 P65-15-XDHW2-N TB865 1.4m ALXT-790-560/1710-2170/2500-2630MHz  
LPWERS15022012-7353  
Serial #  
P65-15-XDHW2-NSAS8911374819, P65-15-XDHW2-NSAS8911374819,  
P65-15-XDHW2-NSAS8911374820, P65-15-XDHW2-NSAS8911374825,  
P65-15-XDHW2-NSAS8911374826  
Shipment #1 Delivery #1907469 Waybill# 004871551 0005868904

Comments:  
PALLET SIZES  
No. of Cartons :1  
No. of Pallets :1  
Pallet Dimensions:180X100X100-1  
Gross Weight:140 KG

Please remit EUR Vmo Tonalat Payments to:		Please remit EUR Payments to:	
Benešiny, Powerwave Technologies, Inc. IBAN: DE27502100009017364 SWIFT: INGDDEFF Bank: ING Bank Deutsche Kredit AG Hahnstrasse 43, 60528 Frankfurt am Main, Germany		Benešiny, Powerwave Technologies, Inc. Account No: 491015944 Bank Code: (BLZ) 50021000 Bank: ING Bank Deutschland AG Hahnstrasse 43, 60528 Frankfurt am Main, Germany	
Item Total		3,960.00	
Freight		.00	
Vat		.00	
Total		EUR 3,960.00	

For inquiries regarding this invoice please call Tel: +49(0)510 822 09  
Eink & Young VAT Rep BV, A. Vredendijk 160, Amsterdam, acts as our general VAT representative under VAT ID number 0030 25 263 B 01

101







Doc. N: 15

INVOICE NO. 2074332		DATE 27-FEB-2012		Page 1 of 1
SALES ORDER NO 21022453				
PO NUMBER: 132012		RELEASE NO.		

<b>Powerwave<sup>®</sup></b> technologies Powerwave Technologies, Inc. 1801 E Saint Andrew Place Santa Ana, CA 92705 United States www.powerwave.com	<b>INVOICE</b>  Bill To: NET PLAN TELECOMUNICACOES LDA. CENTRO EMPRESARIAL DE TELHEIRAS RUA HERMANO NEVES, 222A LISBOA 1600-177 Portugal	Ship To: TEGAEI SA ZONA INDUSTRIAL DA BARCA LOTE 22-APARTADO 85 CORUCHE 2104-509 Portugal
--	---	--

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	PREPAY	FRIGHT TERMS	CURRENCY
1100	50 Days Net	27-MAY-12	OIP-CS	IN18718042801	PT505407110	CEVA-OCEAN-OCEAN	Prepay	EUR	
ORDERED BY				CUSTOMER REFERENCE		ADDITIONAL INFORMATION		SITE CODE	
Nuno Passos + 351217521250				132012		Intra Community Supply			
Line	PO Line	Item	Order Qty UOM Shipped Qty Unit Price Extended Amount						

1 P65-18-XDHW2-N TB865 2.8m ALXT-750-960/1710-21702500-2690MHz  
 Shipment #3 Delivery # 1910160 Weyhill# SHATTM070928

Comments:  
 PALLET SIZES  
 No. of Cartons : 7  
 No. of Pallets : 7  
 Pallet Dimensions: 205X100X161-7  
 Gross Weight: 492.5 KG

Please remit EUR Viro Transfer Payments to: Beneficiary: Powerwave Technologies, Inc. Bank: ING Bank Deutschland AG - SHUFFL INGBDEFF Hahnstrasse 49, 60528 Frankfurt am Main, Germany	Please remit local German Domestic EUR Payments to: Beneficiary: Powerwave Technologies, Inc. Account No: 430475844 Bank Code: (BLZ) 50021800 Bank: ING Bank Deutschland AG Hahnstrasse 49, 60528 Frankfurt am Main, Germany	Item Total Freight Vat Total	72,639.00 .00 .00 EUR 72,639.00
---	--	---------------------------------------	--

For inquiries regarding this invoice please call Tel: +44(0)20 446 9540 022.00  
 Ernst & Young VAT Rep BV, Al. Vredesstraat 150, Amsterdam, acts as our general VAT representative under VAT ID number 0030.25.463.0.01

F07 16.

Doc. N° 16

INVOICE NO. 2074430	DATE 28-FEB-2012	Page 1 of 1
SALES ORDER NO 21022453		
PO NUMBER 132012	RELEASE NO.	

# INVOICE



Powerwave Technologies, Inc.  
1801 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
www.powerwave.com

Ship To:  
ZSCEL SA  
ZONA INDUSTRIAL DA BARCA  
LOTE 22-APARTADO 85  
CORUICHE 2104-509  
Portugal

Bill To:  
NET PLAN TELECOMUNICACOES LDA  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES, 22-2A  
LISBON 1800-177  
Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 Days Net	28-MAY-12	CIP-CS	NL817180424801	PT505307140	WWW.GROUND-STANDARD	Freight	EUR
ORDERED BY				ADDITIONAL INFORMATION				
Nuno Passos 4-351217621250				13/2012				
Line PO Line Item				Order Qty UOM Shipped Qty Unit Price Extended Amount				

1 P65-18-XDHV2-N T8865 2.6m ALXT-790-5001110-21702500-2650MHz  
Shipment #1 Delivery # 1911643 Waybill# 00487115510005256603


Comments:  
PALLET SIZES  
No. of Carbons :3  
No. of Pallets :3  
Pallet Dimensions: 285X100X160-2:285X100X102-1  
Gross Weight: 1040 KG

Please remit EUR 1000 Transfer Payments to:		Item Total	29,978.00
Beneficiary: Powerwave Technologies, Inc.		Freight	.00
IBAN: DE27500210024019175644 SWIFT: INGBDE33		Vat	.00
Bank: ING Bank Deutschland AG		Total	EUR 29,978.00
Hafshausstrasse 49, 60528 Frankfurt am Main, Germany			

For inquiries regarding this invoice please call Tel +49(0)540 822 00

Ernst & Young VAT Rep. BV, A.Vindicta at 150, Amsterdam, acts as our general VAT representative under VAT ID number 0030.25.253.9.01

Doc. N° 17

 <b>Powerwave Technologies</b> Powerwave Technologies, Inc. 1801 E Saint Andrew Place Santa Ana, CA 92705 United States www.powerwavetech.com		<b>INVOICE</b> INVOICE NO. 2074617 SALES ORDER NO. 21022005 PO NUMBER: 3162011 DATE 07-MAR-2012 RELEASE NO.		Page 1 of 1				
Bill To: NET PLAN TELECOMUNICACOES LDA CENTRO EMPRESARIAL DE TELHEIRAS RUA HERMANO NEVES, 22-2A LISBON 1600-177 Portugal		Ship To: TEGASAL SA ZONA INDUSTRIAL DA BARCA LOTE 22-APARTADO 65 COFUCHE 2104-305 Portugal						
CUSTOMER NO.	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	ST. DAYS Net	05-JUN-12	DDP	NL81718042801	PT595407140	MMWL-GROUND-STANDARD	PROB	EUR
ORDERED BY		CUSTOMER REFERENCE		ADDITIONAL INFORMATION		SITE CODE		
Nuno Piresos, +351 217 521 250		3162011		Inta Community Supply				
Line	PO Line	Item	Order Qty	UOM	Shipped Qty	Unit Price	Extended Amount	
1			50	Each	50	35.57	1,778.50	
Comments: PALLET SIZES No. of Cartons :1 No. of Pallets :1 Pallet Dimensions:120X80X10-1 Gross Weight: KG Please remit EUR Vero Transfer Payments to: Beneficiary: Powerwave Technologies, Inc. Account No: 0024016175944 SWIFT: INGBDE33 IBAN: DE27 5002 0024 0161 7594 44 Bank: ING Bank, Deutschland AG Hauptstrasse 40, 60528 Frankfurt am Main, Germany Please remit local German Domestic EUR Payments to: Beneficiary: Powerwave Technologies, Inc. Account No: 0024016175944 SWIFT: INGBDE33 IBAN: DE27 5002 0024 0161 7594 44 Bank: ING Bank, Deutschland AG Hauptstrasse 40, 60528 Frankfurt am Main, Germany For inquiries regarding this invoice please call Tel: +49(0)540 822 00 Ernst & Young VAT Rep BV, A.Viviedastrat 130, Amsterdam, acts as our general VAT representative under VAT ID number 0050.25.263.6.01								
			Item Total	1,778.50				
			Freight	.00				
			Vat	.00				
			Total	EUR 1,778.50				

507

16



Doc. N° 19

INVOICE		Page 1 of 1	
INVOICE NO: 2075043		DATE: 09-MAR-2012	
SALES ORDER NO: 21022458		RELEASE NO.	
PO NUMBER: 132012			
<b>Bill To:</b> NET PLAN TELECOMUNICACOES LDA CENTRO EMPRESARIAL DE TELHEIRAS RUA HERMANO NEVES, 22-2A LISBOA 1600-177 Portugal		<b>Ship To:</b> TEGAEI SA ZONA INDUSTRIAL DA BARCA LOTE 22-APARTADO 85 CORUICHE 2104-909 Portugal	

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	80 Days Net	07-JUN-12	CIP-CS	INL317180424801	CEVA-OCEAN-OCEAN	Freight	EUR
ORDERED BY				ADDITIONAL INFORMATION			
Nuno Pessoa - 35121521250				Intra Community Supply			
Line	PO Line	Item	Order Qty	UCM	Shipped Qty	Unit Price	Extended Amount

1 P85-15-XDHWZ-N TB85G 1.4m ALX1-750-9501716-21702500-2550MHz  
 Shipment #1 Delivery # 1913767 Waybill# SHARTM072038


Comments:  
 PALLET SIZES  
 No. of Cartons : 2  
 No. of Pallets : 2  
 Pallet Dimensions: 100X100X150.5-1; 160X100X102.5-1  
 Gross Weight: 483 KG

Please remit EUR Viro Transfer Payments to: Beneficiary: Powerwave Technologies, Inc. Account No: 08830000000000000000 (BLZ) 50021000 Bank: ING Bank, Deutschland AG Hahnenstraße 40, 60528 Frankfurt am Main, Germany		Item Total	14,256.00
Please remit local German Domestic EUR Payments to: Beneficiary: Powerwave Technologies, Inc. Account No: 08830000000000000000 (BLZ) 50021000 Bank: ING Bank, Deutschland AG Hahnenstraße 40, 60528 Frankfurt am Main, Germany		Freight	.00
		Vat	.00
		Total	EUR 14,256.00

For inquiries regarding this invoice please call Tel: +46(0)940 822 00  
 Email: Young VAT Rep BV, A. Weidiusstraat 15a, Amsterdam, and as our general VAT representative under VAT ID number 0030.25.203.0.01

For 18

Doc. N° 26



**Powerwave<sup>®</sup>**  
technologies

Powerwave Technologies, Inc.  
1801 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
[www.powerwave.com](http://www.powerwave.com)

## INVOICE

INVOICE NO.2075603	DATE 20-MAR-2012	Page 1 of 1
SALES ORDER NO Z1022158		
PO NUMBER 1312012	RELEASE NO.	

Bill To: NET PLAN TELECOMUNICACOES LDA.  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES, 22-2A  
LISBON 1800-177  
Portugal

Ship To: TEGUEL SA  
ZONA INDUSTRIAL DA GARÇA  
LOTE 22-APARTAOO B5  
CORUCHE 2104-909  
Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POVERNAIVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 Days Net	18-JUN-12	CIP-CS	NKLT71302426T	PT505407140	CEVA-OCEAN/OCEAN	Prepay	EUR
					CUSTOMER REFERENCE	ADDITIONAL INFORMATION	SITE CODE	
ORDERED BY								
13/2012								
Numo Passos + 351217521259					Unit Price Extended Amount			
Line PO Line Item					Order Qty UOM Shipped Qty			

P55-15-XDHW2-N T8865 1.4m ALXT-790-960/1710-2170/2500-2690MHz  
 CH-1000-173 005000 # 1919476 Waybill# SHARTM072893

Comments:  
PALLET SIZES  
No. of Carts : 3  
No. of Pellets : 3  
Pallet Dimensions: 160X100X190.5-1-305.00  
Gross Weight: 827 KG


Please remit EUR Wire Transfer Payments to:  
Beneficiary: Powerwave Technologies, Inc.  
IBAN: DE27500210004910175644 SWIFT: INGBDEFF  
Bank: ING Bank Deutschland AG  
Hauptstrasse 49, 60528 Frankfurt am Main, Germany

Please remit local German Domestic EUR Payments to:  
Beneficiary: Powerwave Technologies, Inc.  
Account No: 4910175944 Bank Code: (BLZ) 50021009  
Bank: ING Bank Deutschland AG  
Mainstrasse 49, 61526 Frankfurt am Main, Germany

For more information, call 1-800-451-5100 or visit our website at [www.451.com](http://www.451.com)

Please remit EUR Vite Transfer Payments to: Bank Code: 25000003000491015544 SWIFT: INGBDE33 BSBK: ING Bank Deutschland AG Hahnenstrasse 49, 60528 Frankfurt am Main, Germany		Please remit local German Corporate EUR Payments to: Beneficiary: Novosava Technologies, Inc. Account No: 49100000000000000000 BIC: NOVODE33 Hahnenstrasse 49, 60528 Frankfurt am Main, Germany		Item Total	25,344.00
Gross weight: 527 KG				Freight	.00
Pallet Dimensions: 160X100X150.5-2-1305.00				Vat	.00
				Total	EUR 25,344.00

Doc. N° 2A



**Powerwave<sup>®</sup>**  
technologies

Powerwave Technologies, Inc.  
1831 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
www.powerwave.com

**INVOICE**

INVOICE NO. 2075804      DATE 20-MAR-2012      Page 1 of 1  
SALES ORDER NO 21022455  
PO NUMBER 13/2012      RELEASE NO.

**Bill To:**  
NET PLAN TELECOMUNICACOES LDA  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES, 22-2A  
LISBON 1800-177  
Portugal

**Ship To:**  
TERCEL SA  
ZONA INDUSTRIAL DA BARCA  
LOTE 22-APARTADO 85  
CORLUHE 2104-505  
Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 Days Net	18-JUN-12	CIP-CS	NL817780424801	PT608407140	OCEA-OCEAN-OCEAN	Freight	EUR
ORDERED BY			CUSTOMER REFERENCE		ADDITIONAL INFORMATION			
Nuno Passos +351217821250			13/2012		Initial Community Supply			

Line PO Line Item

Order Qty UOM Shipped Qty Unit Price Extended Amount

1 P65-15-XDIWZ-N TB655 1.4m ALXIT-750-950/1710-2170/2500-2650MHz 20 Each 20 792.00 15,840.00

Shipment #3 Delivery # 1919499 Waybill# SH-ART1072853

**Comments:**  
PALLET SIZES  
No. of Cartons : 4  
No. of Pallets : 4  
Pallet Dimensions: 150X100X190.5-1-173.50; 160X100X72.5-1-1-58.00  
Gross Weight: 490 KG

Please email EUR Wire Transfer Payments to:  
Beneficiary: Powerwave Technologies, Inc.  
Account No: 002750021000010176644 SWIFT: INGDE333  
IBAN: 002750021000010176644 SWIFT: INGDE333  
Bank: ING Bank Deutschland AG  
Haindringstrasse 48, 60328 Frankfurt am Main, Germany

Please email Local German Domestic EUR Payments to:  
Beneficiary: Powerwave Technologies, Inc.  
Account No: 002750021000010176644 Bank Code: (BLZ) 50220000  
IBAN: 002750021000010176644 Bank Code: (BLZ) 50220000  
Bank: ING Bank Deutschland AG  
Haindringstrasse 48, 60328 Frankfurt am Main, Germany

Item Total	Freight	Vat	Total
15,840.00	.00	.00	EUR 15,840.00

For inquiries regarding this invoice please call Tel: +46183546 822 00  
Email: Yung VAT Rep BV, A.Veldstraal 150, Amsterdam, or as our general VAT representative under VAT ID number 020.25.293.B.01

507 2.

Doc. N° 22

INVOICE NO. 2075564	DATE 23-MAR-2012	Page 1 of 1
SALES ORDER NO 21023016		
PO NUMBER 46/2012	RELEASE NO.	

# INVOICE



Powerwave Technologies, Inc.  
1001 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
www.powerwave.com

Ship To:  
NET PLAN TELECOMUNICACOES LDA.  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES, 22-2A  
LISBON 1600-177  
Portugal

CUSTOMER NO	PAYMENT TERMS	POB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 Days Net	DOP	NLBT180224801	PT555407140	MMWL-GROUND-STANDARD	Prepay	EUR
	ORDERED BY		CUSTOMER REFERENCE		ADDITIONAL INFORMATION		SITE CODE
Nuno Passos - +351 217 521 250	45/2012				Order Qty UOM Shipped Qty	Unit Price	Extended Amount
Line	PO Line	Item					

10 Each 10 182.55 1,829.80

LGP21903 TMD 800-900/1800-2100 SH  
LPNFRS23032012-0674  
Serial #  
LGP21903SHS99115001467, LGP21903SHS99115001470,  
LGP21903SHS99115001500, LGP21903SHS99115001539,  
LGP21903SHS99115001555  
LPNFRS23032012-0675  
Serial #  
LGP21903SHS99115001454, LGP21903SHS99115001457,  
LGP21903SHS99115001473, LGP21903SHS99115001504,  
LGP21903SHS99115001638  
Shipment #1 Delivery # 1922218 Waybill# 128F48F404-0691220

Comments:  
PALLET SIZES  
No. of Cartons :2  
No. of Pallets :0  
Pallet Dimensions:59X48X55-2-1-18.3D  
Gross Weight:25.6 KG

Plazo rent EUR Wieg Transport Paymnet Inc Bancijury Powerwave Technologies, Inc. IBAN: DE27 25021002451017644 SWIFT: INGBDE33 Bank: ING Bank Deutschland AG Hahnstrasse 49, 60528 Frankfurt am Main, Germany	Plazo rent local German Domestic EUR Payments Inc Bancijury Powerwave Technologies, Inc. IBAN: DE27 25021002451017644 SWIFT: INGBDE33 Bank: ING Bank Deutschland AG Hahnstrasse 49, 60528 Frankfurt am Main, Germany	Item Total	1,829.80
		Freight	.00
		Vat	.00
		Total	EUR 1,829.80

For inquiries regarding this invoice please call Tel +46(0)910 822 00  
Ernst & Young VAT Rep BV, A/Vaalstraat 15D, Amsterdam, acts as our general VAT representative under VAT ID number 0030.25.263.B.01

Doc 11



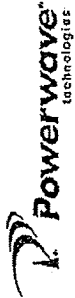
Doc N° 23

INVOICE NO. 3000705	DATE 27-MAR-2012	Page 1 of 1
SALES ORDER NO 21023016	RELEASE NO.	
PO NUMBER 462012		

Ship To:  
NET PLAN TELECOMUNICACOES LDA  
ALYSCA PARK - CORPO B  
PRACCA 5 QUINTA DA VERDELHA  
ALYSCA 2619-501  
Portugal

Ship To:  
NET PLAN TELECOMUNICACOES LDA  
ALYSCA PARK - CORPO B  
PRACCA 5 QUINTA DA VERDELHA  
ALYSCA 2619-501  
Portugal

# INVOICE



Powerwave Technologies, Inc.  
1801 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
www.powerwave.com

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	30 Days Net	25-JUN-12		NLB176024861	P165540740		EXW	EUR
ORDERED BY		CUSTOMER REFERENCE		ADDITIONAL INFORMATION		SITE CODE		
				Intra Community Supply				
Line	P.O. Line	Item	Order Qty	UOM	Shipped Qty	Unit Price	Extended Amount	

1 LSP21503 TMD 800-900/1800-2100 SH  
Shipment # Delivery # Waybill

Comments:

Please copy EUR wire Transfer Payments to: Beneficiary: Powerwave Technologies, Inc. IBAN: DE27500210004910175544 SWIFT: INGBDEFF Bank: ING Bank Deutschland AG Hainstrasse 45, 69528 Frankfurt am Main, Germany		Please remit local German Domestic EUR Payments to: Beneficiary: Powerwave Technologies, Inc. Account No: 4010175544 Bank Code: BLZ 50021000 Bank: ING Bank Deutschland AG Hainstrasse 45, 69528 Frankfurt am Main, Germany		Item Total	1,081.00
				Freight	.00
				Vat	.00
				Total	EUR 1,081.00

For inquiries regarding this invoice please call Tel +49(0)540 822 00  
Ernst & Young VAT Rep BV, Alvaldestraat 150, Amsterdam, acts as our general VAT representative under VAT ID number 0030.25.263.B.01

For

Doc. N° 24

INVOICE NO. 2076227		DATE 28-MAR-2012		Page 1 of 1	
SALES ORDER NO 21022458					
PO NUMBER: 132012		RELEASE NO.			

<b>Powerwave Technologies, Inc.</b> 1801 E Santa Ana Drive Santa Ana, CA 92705 United States www.powerwave.com	<b>INVOICE</b>	<b>Ship To:</b> TEGASAL SA ZONA INDUSTRIAL DA BARCA LOTE 22-APARTADO 85 CORUICHE 2104-903 Portugal
--	----------------	---

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1700	30 Days Net	25-JUN-12	CIP-OS	INL07180424B01	PT055407110	AVIA-GROUND-STANDARD	Prepay	EUR
ORDERED BY			CUSTOMER REFERENCE		ADDITIONAL INFORMATION			
Nuno Passos + 351217571250			132012		Intra Community Supply			
Line	PO Line	Item		Order Qty	UOM	Shipped Qty	Unit Price	Extended Amount

1				87	Each	87	1,453.00	100,311.00
PPS-18-XD-HWZ-1TB85S 2.5m ALXT-750-960/7710-2170/2500-2650MHz Shipment #2 Delivery # 1920899 Waybill# HOEBEN PT								
Comment: PALLET SIZES :8 No. of Cartons :8 No. of Pallets :8 Pallet Dimensions:295X100X180-4-1382 00285X100X190-4-1452.00 Gross Weight:3301 KG								
Please remit local German bank EUR Payments to: Beneficiary: Powerwave Technologies, Inc. Bank Name: ING Bank Deutschland AG IBAN: DE275002100401075544 SWIFT: INGBDE33 Bank Address: Hahnstrasse 40, 60528 Frankfurt am Main, Germany								
Please remit local German bank EUR Payments to: Beneficiary: Powerwave Technologies, Inc. Bank Name: ING Bank Deutschland AG IBAN: DE275002100401075544 SWIFT: INGBDE33 Bank Address: Hahnstrasse 40, 60528 Frankfurt am Main, Germany								
For inquiries regarding this invoice please call Tel: +46(0)50 822 00 Email: E.Yong.VAT@Rep.BV.A.Vindicta.com, sets as our general VAT representative under VAT ID number 0030.25.203.601								



**Powerwave.**  
technologies

**Bill To :**  
 NET PLAN TELECOMUNICACOES LDA,  
 CENTRO EMPRESARIAL DE TELHEIRAS,  
 RUA HERMANO NEVES, 22-2A  
 LISBON 1800-477  
 Portugal

**Ship To:**  
 DHL EXEL SUPPLY CHAIN  
 ALVERCA PARK - CORPO B  
 FRACCAO 5 QUINTA DA VERDELHA  
 ALVERCA 2615-501  
 Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 Days Net	26-JUN-12	CIP-CS	NL017180X24B01	PT505407140	CEVA-AIR-STD/STD	Prepay	EUR
ORDERED BY				CUSTOMER REFERENCE	ADDITIONAL INFORMATION			
				4/72012	Intra Community Supply			
Nuno Passos, * 351 217 521 250								
Lhs	PO Line	Item	Order Qty		UOM	Shipped Qty	Unit Price	Extended Amount

	50	Each	50	131.70	6,585.00
HS 000 9001-8000-2100 SH					

1 LGP21903 TMD 800-900/1800-2100 SH

[illegible]

**Comment(s):**

## PALLET SIZES

No. of Cartons : 1

No. of Pallets :1

Pallet Dimensions: 111X89X123, 5-1-1-190, 20

**Große Weichte 190.2 KG**

Transfer Payments to:

Technologies, Inc.

910175G44 SWIFT:INGBDEFF

2000  
 2001  
 2002  
 2003  
 2004  
 2005  
 2006  
 2007  
 2008  
 2009  
 2010  
 2011  
 2012  
 2013  
 2014  
 2015  
 2016  
 2017  
 2018  
 2019  
 2020  
 2021  
 2022  
 2023  
 2024  
 2025  
 2026  
 2027  
 2028  
 2029  
 2030  
 2031  
 2032  
 2033  
 2034  
 2035  
 2036  
 2037  
 2038  
 2039  
 2040  
 2041  
 2042  
 2043  
 2044  
 2045  
 2046  
 2047  
 2048  
 2049  
 2050  
 2051  
 2052  
 2053  
 2054  
 2055  
 2056  
 2057  
 2058  
 2059  
 2060  
 2061  
 2062  
 2063  
 2064  
 2065  
 2066  
 2067  
 2068  
 2069  
 2070  
 2071  
 2072  
 2073  
 2074  
 2075  
 2076  
 2077  
 2078  
 2079  
 2080  
 2081  
 2082  
 2083  
 2084  
 2085  
 2086  
 2087  
 2088  
 2089  
 2090  
 2091  
 2092  
 2093  
 2094  
 2095  
 2096  
 2097  
 2098  
 2099  
 2100  
 2101  
 2102  
 2103  
 2104  
 2105  
 2106  
 2107  
 2108  
 2109  
 2110  
 2111  
 2112  
 2113  
 2114  
 2115  
 2116  
 2117  
 2118  
 2119  
 2120  
 2121  
 2122  
 2123  
 2124  
 2125  
 2126  
 2127  
 2128  
 2129  
 2130  
 2131  
 2132  
 2133  
 2134  
 2135  
 2136  
 2137  
 2138  
 2139  
 2140  
 2141  
 2142  
 2143  
 2144  
 2145  
 2146  
 2147  
 2148  
 2149  
 2150  
 2151  
 2152  
 2153  
 2154  
 2155  
 2156  
 2157  
 2158  
 2159  
 2160  
 2161  
 2162  
 2163  
 2164  
 2165  
 2166  
 2167  
 2168  
 2169  
 2170  
 2171  
 2172  
 2173  
 2174  
 2175  
 2176  
 2177  
 2178  
 2179  
 2180  
 2181  
 2182  
 2183  
 2184  
 2185  
 2186  
 2187  
 2188  
 2189  
 2190  
 2191  
 2192  
 2193  
 2194  
 2195  
 2196  
 2197  
 2198  
 2199  
 2200  
 2201  
 2202  
 2203  
 2204  
 2205  
 2206  
 2207  
 2208  
 2209  
 2210  
 2211  
 2212  
 2213  
 2214  
 2215  
 2216  
 2217  
 2218  
 2219  
 2220  
 2221  
 2222  
 2223  
 2224  
 2225  
 2226  
 2227  
 2228  
 2229  
 2230  
 2231  
 2232  
 2233  
 2234  
 2235  
 2236  
 2237  
 2238  
 2239  
 2240  
 2241  
 2242  
 2243  
 2244  
 2245  
 2246  
 2247  
 2248  
 2249  
 2250  
 2251  
 2252  
 2253  
 2254  
 2255  
 2256  
 2257  
 2258  
 2259  
 2260  
 2261  
 2262  
 2263  
 2264  
 2265  
 2266  
 2267  
 2268  
 2269  
 2270  
 2271  
 2272  
 2273  
 2274  
 2275  
 2276  
 2277  
 2278  
 2279  
 2280  
 2281  
 2282  
 2283  
 2284  
 2285  
 2286  
 2287  
 2288  
 2289  
 2290  
 2291  
 2292  
 2293  
 2294  
 2295  
 2296  
 2297  
 2298  
 2299  
 2300  
 2301  
 2302  
 2303  
 2304  
 2305  
 2306  
 2307  
 2308  
 2309  
 2310  
 2311  
 2312  
 2313  
 2314  
 2315  
 2316  
 2317  
 2318  
 2319  
 2320  
 2321  
 2322  
 2323  
 2324  
 2325  
 2326  
 2327  
 2328  
 2329  
 2330  
 2331  
 2332  
 2333  
 2334  
 2335  
 2336  
 2337  
 2338  
 2339  
 2340  
 2341  
 2342  
 2343  
 2344  
 2345  
 2346  
 2347  
 2348  
 2349  
 2350  
 2351  
 2352  
 2353  
 2354  
 2355  
 2356  
 2357  
 2358  
 2359  
 2360  
 2361  
 2362  
 2363  
 2364  
 2365  
 2366  
 2367  
 2368  
 2369  
 2370  
 2371  
 2372  
 2373  
 2374  
 2375  
 2376  
 2377  
 2378  
 2379  
 2380  
 2381  
 2382  
 2383  
 2384  
 2385  
 2386  
 2387  
 2388  
 2389  
 2390  
 2391  
 2392  
 2393  
 2394  
 2395  
 2396  
 2397  
 2398  
 2399  
 2400  
 2401  
 2402  
 2403  
 2404  
 2405  
 2406  
 2407  
 2408  
 2409  
 2410  
 2411  
 2412  
 2413  
 2414  
 2415  
 2416  
 2417  
 2418  
 2419  
 2420  
 2421  
 2422  
 2423  
 2424  
 2425  
 2426  
 2427  
 2428  
 2429  
 2430  
 2431  
 2432  
 2433  
 2434  
 2435  
 2436  
 2437  
 2438  
 2439  
 2440  
 2441  
 2442  
 2443  
 2444  
 2445  
 2446  
 2447  
 2448  
 2449  
 2450  
 2451  
 2452  
 2453  
 2454

**D. F. JOHNSON, JR., Chairman, Secretary**

10/11

Gross Weight: 150.2 KG	
Please remit EUR Wire Transfer Payments to: Bondsight Powerwave Technologies, Inc. IBAN: DE2500210000010175844 SWIFT: INGD0333 Bank: ING Bank Deutschland AG Hahnstrasse 49, 05253 Frankfurt am Main, Germany	Please remit local German Domestic EUR Payments to: Bondsight Powerwave Technologies, Inc. Account No: 481017584 Bank Code: (BLZ) 50021000 Bank: ING Bank Deutschland AG Hahnstrasse 49, 05253 Frankfurt am Main, Germany
Item Total	6,585.00
Freight	.00

**INVOICE**

**Powerwave**  
technologies

Powerwave Technologies, Inc.  
1801 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
www.powerwave.com

INVOICE NO. 2076228      DATE 28-MAR-2012      Page 2 of 2

SALES ORDER NO 21023032

PO NUMBER 472012      RELEASE NO.

Bill To:  
NET PLAN TELECOMUNICACOES LDA  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES, 22-2A  
LISBON 1600-177  
Portugal

Ship To:  
RUI EXEL SUPPLY CHAIN  
ALVERCA PARK - CORPO B  
PRACCAO 5-QUINTA DA VERDELHA  
ALVERCA, 2819-501  
Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY				
1100	90 Days Net	26-JUN-12	CIP-CS	NL87180424B01	PT505407-10	CEVA-AIR-STANDARD	PIBBY	EUR				
ORDERED BY				CUSTOMER REFERENCE		ADDITIONAL INFORMATION						
Nuno Passos, * 331 217 521 250				4/72012		Intra Community Supply						
Line	PO Line	Item	Order Qty		UOM	Shipped Qty	Unit Price	Extended Amount				
<table style="width: 100%;"> <tr> <td style="width: 50%;">Vat</td> <td style="width: 50%;">.00</td> </tr> <tr> <td>Total</td> <td>EUR 6,585.00</td> </tr> </table>									Vat	.00	Total	EUR 6,585.00
Vat	.00											
Total	EUR 6,585.00											

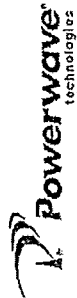
For Inquiries regarding this invoice please call Tel: +45(0)540 822 00  
Email: & Young VAT Rep BV, A.V. resident at 150, Amsterdam, acts as our general VAT representative under VAT ID number 0030.25.203.B.01

101 8

Doc. N° 26

INVOICE NO. 2077332	DATE 12-APR-2012	Page 1 of 1
SALES ORDER NO 21022005		
PO NUMBER: 316/2011	RELEASE NO.	

# INVOICE



Powerwave Technologies, Inc.  
1801 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
www.powerwave.com

Ship To:  
TEGUEL SA  
ZONA INDUSTRIAL DA BARCA  
LORDEZ DO ARRIADO 65  
CORUJOE 2104-369  
Portugal

Bill To:  
NET PLAN TELECOMUNICACOES LDA.  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES, 222A  
LISBOA 1600-177  
Portugal

CUSTOMER NO	PAYMENT TERMS	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 Days Net	DDP	NL67160424901	PTS05407140	CEVA-AIR-STANDARD	Prepaid	EUR
ORDERED BY		CUSTOMER REFERENCE		ADDITIONAL INFORMATION		SITE CODE	
Nuno Pascoas - 351 217 521 250		316/2011		Intra Community Supply			
Line PO Line Item		Order Qty		UOM		Shipped Qty	
						Unit Price	
						Extended Amount	

20,510.00

667.00

30

Each

30

no IRET motor attached

Shipment #1 Delivery # 1930235 Waybill# 02408754

1

PS5-17-XDH-M IRET DBB65 2.0m 730-360X1710-2170-65-17118-A1-D - no IRET motor attached

Comments:

PALLET SIZES

No. of Cartons :3

No. of Pallets :3

Pallet Dimensions: 221X75X163.5-2-1-362.00-221X75X88.5-1-1-184.00

Gross Weight: 118 KG

Please remit EUR Vwa. Transfer Payments to:

Finance Dept. Powerwave Technologies, Inc.

IBAN: DE27202100041017954 SWIFT: WGBDE33

Bank: ING Bank Deutschland AG

Habilitation: 40, 60360 Frankfurt am Main, Germany

For inquiries regarding this invoice please call Tel +49(0)540 822 00

Emst & Young VAT Rep BV, A. Vindtstraat 150, Antwerpen, Belgium as our general VAT representative under VAT ID number 030025263.001

Item Total	20,510.00
Freight	.00
Vat	.00
Total	EUR 20,610.00

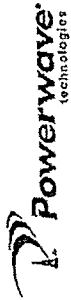
FOR 10

Doc. N° 03

INVOICE NO. 2078267	DATE 07-MAY-2012	Page 1 of 1
SALES ORDER NO. 21023353		
PO NUMBER. 452012	RELEASE NO.	

Ship To:  
NET PLAN TELECOMUNICACOES LDA  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES N 22 2A  
LISBOA Portugal 1600-477  
Portugal

# INVOICE



Powerwave Technologies, Inc.  
1801 E. Saint Andrew Place  
Santa Ana, CA 92705  
United States  
www.powerwave.com

CUSTOMER NO.	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1700	80 DAYS NET	05-AUG-12	DDP-GS	INL8171042/E01	PT505407140	OEVA-AIR-STANDARD	PREP	EUR
ORDERED BY				ADDITIONAL INFORMATION				
N Passos (T +351 217 521 250)				Intra Community Supply				
Line P.O Line				Order Qty UOM Shipped Qty Unit Price Extended Amount				

1 EA1C1 4714 RDR-KIT, INTERNAL, STD REPEATER AND RADIO HEAD  
EAN#438739  
Shipment #1 Delivery # 1930739 Waybill# 93477281

Comments:  
PALLET SIZES

QTY @ L W H NET WEIGHT GROSS WEIGHT

1 77 x 65 x 36 5.60 KG 12.00 KG

35 CARTONS  
1 PALLET

Please remit EUR Wire Transfer Payments to: Beneficiary: Powerwave Technologies, Inc. IBAN: DE27500210004810175544 SWIFT: NGBDEFF Bank: ING Bank Deutschland AG Hahndorfstrasse 45, 50523 Frankfurt am Main, Germany		Please remit USD (Current Domestic EUR Payments to: Beneficiary: Powerwave Technologies, Inc. Account No: 4910175544 Bank Code: (BLZ) 50021000 Bank: ING Bank Deutschland AG Hahndorfstrasse 45, 50523 Frankfurt am Main, Germany	
For inquiries regarding this invoice please call Tel +49 (0) 510 812 00 Email: <Young.VAT.Rep.BV.A.Us@powerwave.com> or our general VAT representative under VAT ID number DE332.253.0.01		Item Total	18,805.50
		Freight	.00
		Vat	.00
		Total	EUR 18,805.50

10/18

Doc. N° 28



# INVOICE

Powerwave Technologies, Inc.  
1801 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
[www.powerwave.com](http://www.powerwave.com)

INVOICE NO.2075983	DATE 20-MAY-2012	Page 1 of 1
SALES ORDER NO 21023393		
PO NUMBER, 452012	RELEASE NO.	

**BILL TO :**  
 NET PLAN TELECOMUNICACOES LDA  
 CENTRO EMPRESARIAL DE TELHEIRAS  
 RUA HERMANO NEVES, 22-2A  
 LISBON 1600-177  
 Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	30 Days Net	18-AUG-12	DUP-CS	NL817180424801	PT305407140	CEVA-AIR-STANDARD	Prepay	EUR
ORDERED BY				ADDITIONAL INFORMATION				
N Plasos (T +351 217 521 250)				Intra Community Supply				
Line	PO Line	Item	Order Qty		UOM	Shipped Qty	Unit Price	Extended Amount

- | Item # | Description  | Unit    | QTY | Unit Price | Total Price |
|--------|--|---------|-----|------------|-------------|
| 1      | EA101 47M1 F2R-KIT, INTERVAL, STD REPEATER AND RADIO HEAD<br>LPN#1942039-2<br>Shipment #2 Delivery # 1942039 Waybill# 93477319 | 2 Each  | 2   | 537.30     | 1,074.60    |
| 2      | 500-13817-001 CU BOARD,ROHS,FORMER K103J3<br>LPN#1942039-1<br>Shipment #1 Delivery # 1942039 Waybill# 93477319                 | 35 Each | 35  | .00        | .00         |
| 3      | 500-13817-001 CU BOARD,ROHS,FORMER K103J3<br>LPN#1942039<br>Shipment #2 Delivery # 1942039 Waybill# 93477319                   | 2 Each  | 2   | .00        | .00         |

QTY @ L W H NET WEIGHT GROSS WEIGHT

1	59 x 10 x 23	5.30 KG	5.60 KG
---	--------------	---------	---------

1 CARTON

1 CARTON		
Please remit EUR via Transfer Payments to:	Please remit local German Corporate EUR Payments to:	
Banque Paribas S.A.	Banque Paribas S.A.	
IBAN: DE27 6022 1000 4801 7534 01 SWIFT: INGBDE33	Beneficiary: Powervision Technologies, Inc.	
Bank ING Bank Deutschland AG	A/c Ref: 49 017554 Bank Code: (BLZ) 6002 1000	
Hahnstrasse 45, 60523 Frankfurt am Main, Germany	Bank ING Bank Deutschland AG	
	Hahnstrasse 42, 60520 Frankfurt am Main, Germany	
<b>Item Total</b>		<b>1,074.60</b>
<b>Freight</b>		<b>.00</b>
<b>Vat</b>		<b>.00</b>
<b>Total</b>		<b>1,074.60</b>
		<b>EUR</b>

For invoices regarding this freight please call Tel +49(0)69 4022 00  
Fax +49(0)69 4022 00  
VAT No. BV A-VDFP0000159, Ampledram, 0305 or our general VAT representative under VAT ID number 0305-25-253-E01

For inquiries regarding this invoice please call Tel +45(0)540 822 00  
Street 2, Young V&T Bn B.V. A Vrijdijkwal 150, Amsterdam, acts as our general VAT representative under VAT ID number 0030.25.263.8.01

Doc. N° 29

INVOICE		Page 1 of 1	
INVOICE NO. 2079111		DATE 22-MAY-2012	
SALES ORDER NO. 26016521		RELEASE NO.	
PO NUMBER: 512012			

<b>Bill To:</b> NET PLAN TELECOMUNICACOES LDA CENTRO EMPRESARIAL DE TELHEIRAS RUA HERMANO NEVES, 22-2A LISBOA Portugal 1500-477 Portugal	<b>Ship To:</b> NET PLAN TELECOMUNICACOES LDA CENTRO EMPRESARIAL DE TELHEIRAS RUA HERMANO NEVES, 22-2A LISBOA Portugal 1500-477 Portugal
---	---

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	SHIP TERMS	CURRENCY
1100	90 Days Net	20-AUG-12	DDP	NL917180424801	PT505107140	CEVA-AIRSTANDARD	PTDDY	EUR
ORDERED BY				CUSTOMER REFERENCE		ADDITIONAL INFORMATION		
Nuno Passos <nuno.pasos@neplan.pt>						Intra Community Supply		
Line	PO Line	Item	Order Qty	UOM	Shipped Qty	Unit Price	Extended Amount	

1 1 Each 1 845.00 845.00

K12910 550: FON BOARD 1310nm,RoHS  
Shipment #1 Delivery # 1943230 Waycillif CEVA VIA AMSTERDAM 93477349

Comments:  
PALLET SIZES  
No. of Cartons :  
No. of Pallets :  
Pallet Dimensions:  
Gross Weight: LB

Please remit EUR 545.75 to the following account:  
Beneficiary: Powerwave Technologies, Inc.  
Account No: 00000000000000000000 Bank Code: 00000000  
IBAN: 00000000000000000000 SWIFT: INGBDE33  
Bank: ING Bank Deutschland AG  
Hahnstrasse 49, 60528 Frankfurt am Main, Germany

Item Total	845.00
Freight	.00
Vat	.00
Total	EUR 845.00

For inquiries regarding this invoice please call Tel: +48(0)540 822 00  
Ernst & Young VAT Rep BV, A/Vivakstraat 15D, Amsterdam, 1016 CA as our general VAT representative under VAT ID number 0030.25.653.B.01

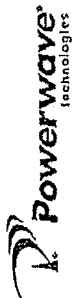
For K.



Doc. N° 30

INVOICE NO. 2079519	DATE 01-JUN-2012	Page 1 of 1
SALES ORDER NO 21023751		
PO NUMBER 612012	RELEASE NO.	

# INVOICE



Powerwave Technologies, Inc.  
1801 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
www.powerwave.com

Ship To:  
NET PLAN TELECOMUNICACOES LDA.  
ALVERGA PARK CORPO B  
PRACAO SQUINTA DA VENDELVA  
ALVERGA 2818-501  
Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 Days Nil	30-AUG-12	DDP-CS	NL871B0424801	PT605407140	MMWL-GROUND-STANDARD	PROP	EUR
ORDERED BY				ADDITIONAL INFORMATION				
N Passes (T + 351 217 821 250)				Site CODE				
Linha				Unit Price				
FO Line				Extended Amount				

LGP18520 TMA-DDD 1800 Twh FB 12dB SL ASG 2.0

LPNERSU1062012-4828

Serial #  
LGP18520SASB9114304373, LGP18520SASB9114304374,  
LGP18520SASB9114304375, LGP18520SASB9114304383,  
LGP18520SASB9114304389, LGP18520SASB9114304393,  
LGP18520SASB9114304400, LGP18520SASB9114304405,  
LGP18520SASB9114304407, LGP18520SASB9114304411,  
LGP18520SASB9114304416, LGP18520SASB9114304417,  
LGP18520SASB9114304420, LGP18520SASB9114304421,  
LGP18520SASB9114304422, LGP18520SASB9114304441,  
LGP18520SASB9114304454, LGP18520SASB9114304455,  
LGP18520SASB9114304456, LGP18520SASB9114304457,  
LGP18520SASB9114304460, LGP18520SASB9114304461,  
LGP18520SASB9114304463, LGP18520SASB9114304467,  
LGP18520SASB9114304487,  
LGP18520SASB9114304488

Shipment #1 Delivery # 19406540 Waybill# 00487115510070812531

Comments:  
PALLET SIZES  
No. of Cartons : 1  
No. of Pallets : 1  
Pallet Dimensions: 125X137X98-1-1-220.50  
Gross Weight: 220.5 KG

Please remit EUR Wire Transfer Payments to:		Item Total	9,990.00
Bendixsys Powerwave Technologies, Inc.		Freight	.00
IBAN: DE25250203000001758141 SWIFT: INGBDE33		Vat	.00
Bank: ING Bank Deutschland AG		Total	9,990.00
Hahndorfstrasse 42, 60528 Frankfurt am Main, Germany			

Please remit local German Domestic EUR Payments to:

Bendixsys Powerwave Technologies, Inc.  
Account No: 4910175642 Bank Code: (BLZ) 50021000  
Bank: ING Bank Deutschland AG  
Hahndorfstrasse 42, 60528 Frankfurt am Main, Germany

For details regarding this invoice please call Tel +49(0)540 822 00  
Email & Youngs VAT Rep BV, A.Viedelstraat 150, Amsterdam, acts as our general VAT representative under VAT ID number 0030.25.263.8.01



# INVOICE



Powerwave Technologies, Inc.  
1801 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
www.powerwave.com

Ship To:  
NET PLAN TELECOMUNICACOES LDA  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMANO NEVES, 22-2A  
LISBOA Portugal 1800-477  
Portugal

INVOICE NO. 2073974	DATE 06-JUN-2012	Page 2 of 2
SALES ORDER NO 21022752		
PO NUMBER 2392012	RELEASE NO.	

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 DAYS NET	04-SEP-12	DOP	NL617100424801	PT50507140	IMVNL-GROUND-STANDARD	Prepiv	EUR
ORDERED BY				ADDITIONAL INFORMATION		SITE CODE		
Nuno Passos, +351 217 521 250				29/2012				
				CUSTOMER REFERENCE				
				Intra Community Supply				
Line	PO Line	Item	Order Qty	UOM	Shipped Qty	Unit Price	Extended Amount	

7336.10SW589121506324, 7336.10SW589121506330,  
7336.10SW589121506337, 7336.10SW589121506339,  
7336.10SW589121506344, 7336.10SW589121506345,  
7336.10SW589121506350, 7336.10SW589121506353,  
7336.10SW589121506357, 7336.10SW589121506358,  
7336.10SW589121506362, 7336.10SW589121506360,  
7336.10SW589121506365, 7336.10SW589121506363,  
7336.10SW589121506367, 7336.10SW589121506371,  
7336.10SW589121506374, 7336.10SW589121506375,  
7336.10SW589121506376, 7336.10SW589121506381,  
7336.10SW589121506385, 7336.10SW589121506387,  
Shipment #1 Delivery # 1846006 Waybill: 0048711551008940050

Comments:  
PALLET SIZES  
No. of Cartons :1  
No. of Pallets :1  
Pallet Dimensions:120X80X72-1-1-104.00  
Gross Weight:104 KG

Please email EUR Vnde Transfer Payments to: Beneficiary: Powerwave Technologies, Inc. IBAN: DE27500210004910175944 SWIFT: INGBDE33 Bank: ING Bank Deutschland AG Hahndorfer Str. 65, 60528 Frankfurt am Main, Germany		Item Total	3,557.00
Please remit local German Domestic EUR Payments to: Beneficiary: Powerwave Technologies, Inc. IBAN: DE27500210004910175944 Bank Code: (BLZ) 50021000 Bank: ING Bank Deutschland AG Hahndorfer Str. 65, 60528 Frankfurt am Main, Germany		Freight	.00
For inquiries regarding this invoice please call Tel +49(0)540 822 00 Ernst & Young VAT Rep BV, A/Vinddriest 150, Amsterdam, acts as our general VAT representative under VAT ID number: NL00025203.8.01		Vat	.00
		Total	EUR 3,557.00

For



**Powerwave<sup>®</sup>**  
technologies

Powerwave Technologies, Inc.  
1801 E Saint Andrew Place  
Santa Ana, CA 92705  
United States  
www.powerwave.com

**INVOICE**

INVOICE NO. 2080756  
SALES ORDER NO. 21023278  
PO NUMBER: 592012

DATE: 20-JUN-2012  
RELEASE NO.

**Bill To:**  
NET SAN TELECOMUNICACOES LDA  
CENTRO EMPRESARIAL DE TELHEIRAS  
RUA HERMINIO NEVES, 22-2A  
LUSOON 1600-177  
Portugal

**Ship To:**  
DHL EXEL SUPPLY CHAIN  
ALVERCA PARK - CORPO B  
FRAGOSA 5 QUINTA DA VERDELLHA  
ALVERCA 2819-501  
Portugal

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE YRN	CUSTOMER YRN	SHIP METHOD	FRIGHT TERMS	CURRENCY
1100	90 Days Net	18-SEP-12	DDP	10017100424801	PT509407740	KNOWLEDGE-STANDARD	FRIGHT	EUR
ORDERED BY				CUSTOMER REFERENCE				
Nuno Passos				592012				
Line	PO Line	Item	Order Qty	UOM	Shipped Qty	Unit Price	Extended Amount	

**Comments:**  
**PALLET SIZES**  
 No. of Cartons : 1  
 No. of Pallets : 1  
 Pallet Dimensions: 110X90X180-1-4-266.50  
 Gross Weight: 266.5 KG

Please remit EUR Vint Tonsler Payments to: Beneficiary: Powerwave Technologies, Inc. Account No: 451075644 Bank Code: (BLZ) 50021000 Bank: ING Bank Deutschland AG Holmsstrasse 40, 69526 Frankfurt am Main, Germany		<b>Item Total</b> 7,092.00
Please remit local German Domestic EUR Payments to: Beneficiary: Powerwave Technologies, Inc. Account No: 451075644 Bank Code: (BLZ) 50021000 Bank: ING Bank Deutschland AG Holmsstrasse 40, 69526 Frankfurt am Main, Germany		<b>Freight</b> .00
		<b>Vat</b> .00
For Invoices regarding this invoice please call Tel +49(0)540 822 00 Ernst & Young VAT Rep BV, A/Vindalstraat 150, Amsterdam, act as our general VAT representative under VAT ID number: 0330.25.263.8.01		<b>Total</b> EUR 7,092.00

Tot 8

Doc. N° 32

INVOICE		INVOICE NO. 2081142		DATE 26-JUN-2012		Page 1 of 1	
SALES ORDER NO. 21023278		RELEASE NO.					
PO NUMBER 582012							

<b>Powerwave technologies</b> Powerwave Technologies, Inc. 1801 E. Santa Ana Avenue Suite 400, CA 92705 United States www.powerwave.com	<b>Bill To:</b> NET PLAN TELECOMUNICACOES LDA, CENTRO EMPRESARIAL DE TELHEIRAS RUA HERMANO NEVES, 22-2A LISBOA 1600-177 Portugal	<b>Ship To:</b> DHL EXEL SUPPLY CHAIN ALVERCA PARK, CORPO B ALVERCA 2510-501 Portugal
--	---	---

CUSTOMER NO	PAYMENT TERMS	DUPLICATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 Day Net	24-SEP-12	CIP-CS	LN817180424E01	PT60507140	OEVA-AIR-STANDARD	Freeby	EUR
ORDERED BY				CUSTOMER REFERENCE		ADDITIONAL INFORMATION		
Mimo Passos				582012		Site Code		
Line PO Line Item				Order Qty UOM		Shipped Qty		Unit Price Extended Amount

1	LGP215033 TMD 900-900/1 800-2100 SH	15	Each	15	58.50	1,477.50
	LPN#MSZ26062012-8023					
	Serial #					
	LGP215033H-SB9121704148, LGP215033H-SB9121704150,					
	LGP215033H-SB9121704158, LGP215033H-SB9121704159,					
	LGP215033H-SB9121704165, LGP215033H-SB9121704169,					
	LGP215033H-SB9121704171, LGP215033H-SB9121704178,					
	LGP215033H-SB9121704188, LGP215033H-SB9121704203,					
	LGP215033H-SB9121704214, LGP215033H-SB9121704216,					
	LGP215033H-SB9121704219, LGP215033H-SB9121704217,					
	LGP215033H-SB9121704216, LGP215033H-SB9121704218,					
	Shipment #2: Delivery # 1950825 Vayalil# 02415872					

Comments:  
 PALLET SIZES  
 No. of Carriers : 1  
 No. of Pallets : 1  
 Pallet Dimensions: 111X99X57.5-1-4-67.70  
 Gross Weight: 157.7 KG

Please remit EUR Wire Transfer Payments to: Beneficiary: Powerwave Technologies, Inc. IBAN: DE57 2500 0000 0000 0000 0000 BIC: PWTG3333 Haindrasstrasse 49, 69558 Frankfurt am Main, Germany	Please remit local German Domestic EUR Payments to: Beneficiary: Powerwave Technologies, Inc. Account No: 49 0175844 Bank Code: (BLZ) 50031000 Bank: HS Bank Deutschland AG Haindrasstrasse 49, 69558 Frankfurt am Main, Germany	Item Total	1,477.50
		Freight	.00
		Vat	.00
		Total	EUR 1,477.50

For regular regarding this invoice please call Tel +46(8)540 822 00  
 Ernst & Young VAT Rep BV, A.Vindictaal 150, Amsterdam, acts as our General VAT representative under VAT ID number 0002025283.B.01

Tot 2

Doc. N° 33

INVOICE NO. 2081296		DATE 27-JUN-2012		Page 1 of 1	
SALES ORDER NO 21023278		RELEASE NO.			
PO NUMBER: 562012					

<b>Powerwave</b> technologies Powerwave Technologies, Inc. 1801 E Saint Andrew Place Santa Ana, CA 92705 United States www.powerwave.com	<b>INVOICE</b>	Ship To: DHL EXEL SUPPLY CHAIN ALVERCA PARK - CORPO B FRACAO 5 QUINTA DA VERDELLA ALVERCA 2619-501 Portugal
--	----------------	--

Bill To: NET ANTEL ECONOMIA COES, LDA C/OUTO EMPRESARIAL DE TELHEIRAS RUA HERMANO NEVES, 22-2A LISBOA 1600-177 Portugal	Ship To: DHL EXEL SUPPLY CHAIN ALVERCA PARK - CORPO B FRACAO 5 QUINTA DA VERDELLA ALVERCA 2619-501 Portugal
--	--

CUSTOMER NO	PAYMENT TERMS	DUE DATE	FOB POINT	POWERWAVE VRN	CUSTOMER VRN	SHIP METHOD	FREIGHT TERMS	CURRENCY
1100	90 Days Net	25-SEP-12	CIP-CS	IN81778024601	PT505407140	CEVA-AIR-STANDARD	Prepay	EUR
ORDERED BY		CUSTOMER REFERENCE		ADDITIONAL INFORMATION		SITE CODE		
Nuno Passos		562012		Intra Community Supply				
Line	PO Line	Item	Order Qty	UOM	Shipped Qty	Unit Price	Extended Amount	
1		LGP21903 TMD 600-300V1800-2100 SH LPNIMSZZ7052012-5102 Serial # LGP21903S1H89121704147, LGP21903S1H89121704180, LGP21903S1H89121704225 Shipment #4 Delivery # 1937405 Weyhill# 02415725	3	Each	3	98.50	295.50	

Comments: PALLET SIZES No. of Cartons : 1 No. of Pallets : 1 Pallet Dimensions: 57X56X45.5-1-1-13.50 Gross Weight: 13.5 KG	Please remit EUR Wire Transfer Payments to: Bank: Deutsche Bank AG BIC: BFSW3333 IBAN: DE2525010000000175044 SWIFT: INGDDEFF Bank: ING Bank Deutschland AG Hahnenstrasse 40, 60528 Frankfurt am Main, Germany
---	---

Please remit local German Gamzeck EUR Payments to: Beneficiary: Powerwave Technologies, Inc. Account No: 4816175644 Bank Code: (BLZ) 50021000 Bank: ING Bank Deutschland AG Hahnenstrasse 40, 60528 Frankfurt am Main, Germany	For inquiries regarding this invoice please call Tel: +46181540 822 00 Ernst & Young VAT Rep BV, A/Vrijheidstraat 150, Amsterdam, acts as our general VAT representative under VAT ID number 0030 25 2031 9 01
--	---

Item Total	Item Total
Freight	.00
Vat	.00
Total	EUR 295.50

TCY P

Doc. N° 34

Pedro Sousa Uva

From: Nuno Passos <npassos@netplan.pt>  
Sent: terça-feira, 23 de Fevereiro de 2010 17:47  
To: Juan Algara  
Cc: João Santos  
Subject: RE: Reseller agreement

Hi Juan,

Here are our comments to the still open issues:

- Commission: please, we need more details about your expenses. We do not understand the logistic process. We sale DDP to customers.

Yes, it is true you sale DDP to Portugal. But in certain cases like Optimus the warehouse where the antennas are stored is rented by Net Plan. In any case if all the information we gave you is not enough, keep the 4%, we will not discuss this anymore.

- Commission in all products coming to Portugal: PWAV can not accept this because in some cases PWAV does not know final destination of goods, specially when we sale to OEM. If we do that, in some cases we could find situations where we have to pay two or more commissions depending where the goods are bought by the OEM and the final destination.

Ok, keep it as it is.

So, please, send us the final version of the Reseller Agreement.

Kind Regards,  
Nuno Passos

Net Plan - Telecomunicações e Energia, S.A.  
Centro Empresarial de Telheiras  
Rua Hermann Neves, N° 22 - 2° A, 1600 - 477 Lisboa  
Phone: + 351 217 521 250  
Fax: + 351 217 521 255  
[npassos@netplan.pt](mailto:npassos@netplan.pt)  
[www.netplan.pt](http://www.netplan.pt)



Por favor pense no ambiente antes de imprimir este e-mail

From: Juan Algara [mailto:Juan.Algara@pwav.com]  
Sent: terça-feira, 23 de Fevereiro de 2010 17:19  
To: Nuno Passos  
Cc: João Santos  
Subject: RE: Reseller agreement

Hi Nuno,

I have checked with the US and I have the following comments:

- Payment 90 days: OK.

- Commission: please, we need more details about your expenses. We do not understand the logistic process. We sale DDP to customers.

- Commission in all products coming to Portugal: PWAV can not accept this because in some cases PWAV does not know final destination of goods, specially when we sale to OEM. If we do that, in some cases we could find situations where we have to pay two or more commissions depending where the goods are bought by the OEM and the final destination.

TCY



Thanks  
Juan

From: Nuno Passos [mailto:npassos@netplan.pt]  
Sent: 22 February 2010 18:16  
To: Juan Algara  
Cc: João Santos  
Subject: RE: Reseller agreement

Hi Juan,

As I told you the main open points regarding the Reseller Agreement are as follows:

Payment conditions should 90 days after invoice. We have agreed with Powerwave 90 days after the invoice and it should stay like that and we have this payment conditions also forced by our clients (e.g. Vodafone) as you know.

Regarding the commission, 4% we still think is too low, because:

- Promotion and Sales— Net Plan invests a lot of money and time on promoting Powerwave products through all our customers and we have to support the warehouse and logistic process for sales.
- Implementation support - supporting the correct implementation of Powerwave products, like NetWayVison and commissioning of repeaters. Remember the case of NWV for TMN and VDF where we were immediately invoiced by Powerwave and we still couldn't invoice the client due to the fact that the system is not running properly. In both cases these occurred during the last 2 years and our technicians had to be several times on site with the correspondent costs supported by Net Plan.
- Logistic— Net Plan do all the local support & maintenance plus all the logistics involved on the R&R process.

In my previous mail you didn't comment the following: "We also consider that we should receive a percentage in all the products from Powerwave that are coming to Portugal, even if they are not supplied by us."

Kind Regards,  
Nuno Passos

Net Plan - Telecomunicações e Energia, S.A.  
Centro Empresarial de Telheiras  
Rua Hermínio Neves, Nº 22 - 2º A, 1600 - 477 Lisboa  
Phone: +351 217 521 250  
Fax: +351 217 521 255  
npassos@netplan.pt  
www.netplan.pt



Por favor pense no ambiente antes de imprimir este e-mail

From: Juan Algara [mailto:Juan.Algara@pwav.com]  
Sent: quarta-feira, 27 de Janeiro de 2010 10:43  
To: Nuno Passos  
Cc: João Santos  
Subject: FW: Reseller agreement

Hi Nuno,  
Here you have our comments in red.

Juaj

Regarding this Reseller Agreement, the comments we have right now are the same as Eduardo sent you already, as follows:

For B

- The contract introduction specifies a non-exclusive reseller, which is wrong, what we have now in an exclusive agreement for all the countries that we are working on and that were defined by Powerwave  
  
PWAV will not sign an exclusive agreement, but as long they are performing well; we will not introduce another reseller.
- Point 2.1, does not makes sense due to the above stated item.
- Point 3.2, Powerwave should be liable to previous signed agreements when withdrawing a product from the market, This means covering all the cost involved on the termination of that supply to a customer that as for example a annual frame agreement for supply and support
- Point 6.4, Payment conditions should 90 days after invoice. We have agreed with Powerwave 90 days after the invoice and it should stay like that  
We need to stick to the 60 days, this is Europe, and 60 days is not uncommon. In the best case we could go to 75 days.

As for the 4% commission we still think is too low, because of the promotion and support work that we do in Portugal. Powerwave needs to know that we annual invest a lot of money and time on promoting its products through all our customers and supporting the correct implementation of it. Also, we do all the local support & maintenance plus all the logistics involved on the R&R process. We think these are all good reasons to show them that 4% is too low  
Netplan need to justify their level of commission.

We also consider that we should receive a percentage in all the products from Powerwave that are coming to Portugal, even if they are not supplied by us.  
As you know, after that all the necessary local support & maintenance plus all the logistics involved on the R&R process are supported by us  
PWAV has signed an agreement with the company Resource Holding Group (RGH) for Middle East and African markets. Netplan has to contact this company and coordinate the business in Africa.

Kind Regards,  
Nuno Passos

Net Plan - Telecomunicações e Energia, S.A.  
Centro Empresarial de Telheiras  
Rua Hermano Neves, Nº 22 - 2º A, 1600 - 477 Lisboa  
Phone: + 351 217 521 250  
Fax: + 351 217 521 255  
[npassos@netplan.pt](mailto:npassos@netplan.pt)  
[www.netplan.pt](http://www.netplan.pt)



Por favor pense no ambiente antes de imprimir este e-mail.

From: Juan Algara [mailto:Juan.Algara@pwav.com]  
Sent: segunda-feira, 18 de Janeiro de 2010 11:40  
To: Nuno Passos  
Subject: Reseller agreement

Nuno,  
Please, let me know when I could call you to talk about the reseller agreement.

TO: A

Best regards

Juan Algara  
Powerwave Technologies  
RSM Spain&Portugal  
+34 669 668 312

Click [here](#) to report this email as spam.

4

for b

PROCURAÇÃO

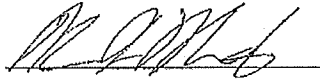
POWER OF ATTORNEY

Kevin Michaels, natural de August 26, 1958, de nacionalidade norte-americana, portador do passaporte número 211342031, emitido em 16/07/2004, pela United States of America, residente em 9 Vista Montemar, Laguna Niguel, CA 92677, E.U.A, na qualidade de Chief Financial Officer da sociedade POWERWAVE TECHNOLOGIES INC, uma sociedade comercial constituída regularmente no abrigo do direito de Delaware, com o capital social autorizado de 105,000,000, com sede em 1801 East Saint Andrew Place, Santa Ana, Califórnia, Santa Ana, 92705 EUA, constitui seus bastantes procuradores da sociedade sua representada os Senhores Drs. José Maria Corrêa Sampaio e Pedro Sousa Uva, Advogados, da sociedade de advogados ABREU & ASSOCIADOS - SOCIEDADE DE ADVOGADOS RL, com sede na Avenida das Forças Armadas, n.º 125, 12.º, Lisboa, a quem confere, com a faculdade de substabelecer, por uma ou mais vezes, em conjunto ou separadamente, os mais amplos poderes forenses em direito permitidos, e ainda os especiais para confessar, transigir, desistir e ainda receber custas de parte.



Santa Ana, Califórnia, 27 de Fevereiro de 2013

Kevin Michaels, born in August 26, 1958, US citizen, holder of passport number 211342031, issued on the July 16, 2004, by the United States of America, resident at 9 Vista Montemar, Laguna Niguel, CA 92677, in the quality of Chief Financial Officer of the company under the corporate name of POWERWAVE TECHNOLOGIES, INC., a duly registered Delaware company, with the authorized share capital of 105,000,000, with head office at 1801 East Saint Andrew Place, Santa Ana, California, Santa Ana, 92705 USA, hereby appoints as their lawful attorneys, José Maria Corrêa Sampaio and Pedro Sousa Uva lawyers at the law firm ABREU & ASSOCIADOS - SOCIEDADE DE ADVOGADOS RL, with its head office at Avenida das Forças Armadas, 125 - 12th floor, 1600-079 Lisbon, to whom it grants, with the powers to delegate some or all of the above described powers acting jointly or individually, the widest legal representative powers, including the special powers to confess, withdraw and settle any judicial proceedings, as well as to receive payment.



Santa Ana, California, February 27, 2013

107 P